

The Solicitors Journal.

LONDON, JULY 3, 1886.

CURRENT TOPICS.

WE COMMENT elsewhere on the proposal which is understood to be under consideration for the sitting at *Nisi Prius* of the members of Court of Appeal No 1. We do not understand that the suggestion has yet been finally adopted, but it is to be hoped that the experiment will be attempted.

WE BELIEVE that the suggestion recently made in these columns that the County Courts Consolidation Bill should be divided under sub-headings will be adopted. Probably at the same time the arrangement of the sections will be altered. At present the order in which the sections follow each other is frequently of a decidedly haphazard character. For instance, section 134, which deals with the registry of county court judgments, comes in, in the most promiscuous fashion, between some of the sections dealing with costs and some of the sections dealing with execution. Since the Bill is practically a codification of county court law, it is certainly desirable that the order of the sections should be arranged on some intelligible principle. The idea which seems to exist that, with regard to appeals, the Bill effects any alteration in the law, is based on a misapprehension. Unless the R. S. C. of December, 1885 (LIX., 9-17), which regulate the procedure on appeals from county courts to the Queen's Bench Division, are *ultra vires*—and it is difficult to see how such a contention can be sustained—appeals by special case under the County Court Act, 1856, are already abolished. Consequently, clause 119 of the consolidating Bill merely embodies the law as it now stands.

IT WILL BE SEEN from the report in another column that the Divisional Court have affirmed the decision of Judge EDDIS in the *Middlesex Registry case*, and have, therefore, upheld the fees of 1s. 6d. for administering the oath, 1s. for placing a certificate of it on the memorial, and 1s. for the certificate indorsed on the deed, in addition to the fee of 1s. authorized by 7 Anne, c. 20, s. 11, for "the entry" of the memorial. The fee of 6d. attempted to be charged for the additional length of the memorial in consequence of the words placed in the margin in accordance with section 6 was disallowed both by the county court judge and by the Divisional Court. The litigation has served a useful purpose in two respects. First of all, it has shewn that the proper fees for registration of a memorial containing less than 200 words are 4s. 6d.; and it is to be hoped that the fixed "contractual" fee of 7s. for all memorials will henceforth be resisted; that solicitors will count the words in the memorial for themselves, and insist on the scale now established. And next, and more important, is the question, which the decisions have brought into prominence, of the compulsory administration of the oath at the registry office. On this subject Judge EDDIS said, "it was open to grave doubt whether the powers expressly given by the Act to masters in chancery could not now be exercised by other officers, who have succeeded, in some respects, to their duties." It will be seen from Mr. MUNTON's letter in another column that this question is not to be allowed to slumber.

QUESTIONS are often raised casually, on the hearing of appeals from the Chancery Division, as to the admissibility of evidence taken in the court below. During the hearing of *The United Telephone Co. v. Bassano* last week, counsel was reading a mass of

evidence given by scientific experts as to what was meant by a diaphragm. The question at issue depended on the construction of specifications for patents, and Lord Justice CORRON pointed out that the meaning of the word "diaphragm" in the documents was a question of construction, and therefore for the court; so that evidence on the point was not properly admissible. It appeared, however, that a great deal of such evidence had been given in the court below without objection. Lord Justice CORRON said he wished that more objections were taken in the Chancery Division to inadmissible evidence. A great deal of such evidence was admitted because it was not objected to, and if only admissible evidence were taken trials would be materially shortened. Lord Justice LORES observed that objections were much more frequently taken in the Queen's Bench Division. Everybody knew that at *Nisi Prius* a question leading to inadmissible evidence was pounced upon almost before it was out of counsel's mouth. In the Chancery Division there was a tendency to take everything as part of the *res gesta*, and to regard every piece of paper with the reverence of a Mahometan. It was too much the custom in chancery for the measure of admissibility of evidence to be limited only by the capacity of an affidavit. Lord Justice CORRON's observation should be brought to the notice of the judges of the Chancery Division, for it is certain that improvement can only come by the rules of evidence being enforced from the bench.

MR. JUSTICE CHITTY announced, on Thursday last, that he intended to sit for the whole day in chambers on Monday next. It appears that there is a list of forty applications before one of the chief clerks, referred to be heard before the judge himself in chambers. In trying to account for the number of applications waiting to be heard by him, the learned judge has come to the conclusion that it partly arises from the prolix manner in which counsel in chambers state their cases, thus taking up time and causing delay. Having considered the matter, Mr. Justice CHITTY held out to junior counsel who attend before him at chambers the prospect of some restriction being placed upon the length of their speeches. These learned gentlemen are so painfully eloquent. They treat the learned judge, in the seclusion of his chambers, to harangues adapted to a jury or a mass meeting of Irish electors. "Eloquence," said the learned judge, "is not required at chambers; a short and distinct statement is quite sufficient." But there is, of course, another reason for the heavy list of applications. The tendency of recent Rules of Court has been to send large classes of applications to chambers which used to be heard in court. Many of these can be, and are, decided by the chief clerks without calling in the personal aid of the judge, but many more cases than formerly are heard in chambers by the judge himself. The object of the new rules was, without doubt, to economize the time of the judge, but this object will not have been effected if the judge has to hear them, and to occupy himself in chambers, at times when he would otherwise be sitting in court. Seeing, too, that many of the summonses which are adjourned to be argued in court occupy as much time as the hearing of an action often does, it may well be doubted whether the new rules have had a wholly beneficial effect.

THE DECISION in *Re Corsellis* (*ante*, p. 567) has called forth a series of queries from the ingenious and humorous correspondents, whose letter is printed elsewhere, who allege that they "are getting puzzled at what the *Re Corsellis* umbrella may not cover." We cannot profess to prophecy as to what may be under that widespread umbrella, but it may be safely affirmed that a chief rib in its structure is a belief in the "double dose of original sin" vouchsafed to solicitors. With regard to our corre-

pondents' queries, however, we may venture to quote the observations, in *Lincoln v. Windsor* (9 Hare, at p. 161), of one of the most learned and accurate judges who ever sat on the bench—the late Sir GEORGE TURNER. He said that "the general principle of the rule disallowing professional charges by trustee was that a trustee was not permitted to profit by his trust, or to place himself in a situation in which he might be tempted to deal with his trust with a view to his own profit. If a solicitor, being a trustee, be brought in and made a party to a suit owing to his connection with the trust, and the costs of the suit are not increased by any conduct of his own, there does not appear to be any reason why he should not be allowed his costs. The reason of the general rule is inapplicable to the case of a suit under such circumstances." Though Mr. Justice KAY, in *Re Corsellis*, "could not see any distinction between the case of costs incurred in a suit and the case of costs incurred where there was no suit," it is within the range of possibility that the Court of Appeal may be able to perceive the reasonableness of the distinction laid down by Sir GEORGE TURNER. With regard to another point raised by our correspondents, as to whether a solicitor-trustee "is bound to appear in person, and yet to get no remuneration whatever for doing so"—without venturing to predict what view Mr. Justice KAY may take on the subject, we may point out that there is a tolerably respectable array of authority in favour of the proposition that a solicitor-trustee is not bound to afford his *cestui que trust* gratuitous legal assistance, but that he may appoint another solicitor to transact the legal business of the trust (*Macnamara v. Jones*, 2 Dick. 587; *Stanes v. Parker*, 9 Beav., at p. 389). But, as the client of the solicitor so employed would be the solicitor-trustee, and his solicitor's claim for costs would be against him personally, and not against the trust estate (*Worrall v. Hurford*, 8 Ves. 1), the solicitor-trustee would be in the pleasing position of having to pay his brother solicitor's bill, and then seeing whether he could get the whole amount he had paid allowed out of the trust funds. So that, after all, matters in this respect are not altogether unpromising for this case also being ultimately, in some way or other, brought under "the *Re Corsellis* umbrella."

LORDS JUSTICES AT NISI PRIUS.

ALTHOUGH at first sight it may seem somewhat out of keeping with the fitness of things that the sittings of one of the divisions of the Court of Appeal should be suspended in order that some of the Lords Justices may sit at *Nisi Prius*, the suggestion that this should be done is, in point of fact, a very useful one, and if carried into effect would do much to clear off the accumulation of work in the Queen's Bench Division.

The procedure necessary in order to enable a judge of the Court of Appeal to sit at *Nisi Prius* is rather curious. In the first place, section 51 of the Act of 1873 provides that, upon the request of the Lord Chancellor, it shall be lawful for any judge of the Court of Appeal, who may consent so to do, to sit and act as a judge of the High Court. This section merely enacts that, if the Lord Chancellor requests, and the Lord Justice consents, the latter may sit and act as a judge of the High Court. This section was supplemented by section 12 of the Act of 1881, which provided that, in cases of urgency, any judge of the High Court who consented to do so might sit for another and dispose of any interlocutory matter without any request from the Lord Chancellor. This latter section, however, does not apply to the judges of the Court of Appeal. For the purpose of enabling a Lord Justice to sit as a judge of the High Court in *Banc*, section 51 of the Act of 1873 supplies the necessary powers, but for the purpose of enabling a Lord Justice to sit at *Nisi Prius* there is a further point to be considered. The arrangements for the trial of the actions in the London and Middlesex lists are controlled by the Lord Chief Justice under ord. 36, r. 29, which provides that "separate lists for trials with juries and trials without juries respectively, to be tried at the sittings of the Queen's Bench Division for London and Middlesex respectively, shall be prepared, and the trials on each list shall be allotted without reference to any other list, and shall be tried at such times and in such courts of the said division as the Lord Chief Justice of England may arrange." Consequently, before a judge of the Court of Appeal can sit at *Nisi*

Prius, a complete *consensus* between the Lord Chancellor, the Lord Chief Justice, and the judge himself is necessary. The Lord Chancellor must request, the Lord Justice must consent, and the Lord Chief Justice must arrange how the work is to be done.

It may possibly be objected that, if the Lords Justices are to devote themselves to *Nisi Prius* work in London, the same inconveniences will arise as were felt when the experiment was tried of including the Lords Justices in the Commissions of Assize. But the advantages of having the judges of the Court of Appeal trying jury cases in London, instead of doing the same work in the country, are obvious. If any of the Lords Justices were again to go circuit, it would mean that business would be suspended in one of the divisions of the Court of Appeal for a lengthy period. If the same judges were to sit at *Nisi Prius* in London, it would merely involve the suspension of business in one of the divisions of the Court of Appeal, where the work is well in hand, until satisfactory progress was made with Queen's Bench arrears. Moreover, there is a great advantage in having several judges sitting at *Nisi Prius* at the same time. If one judge has a "rotten" list he can come to the assistance of a colleague. Possibly the practice of having the Lords Justices, on occasion, sitting at *Nisi Prius*, might occasion some inconvenience to counsel on circuit. On the other hand, under present arrangements, the hearing of Queen's Bench appeals when many leading common law counsel are out of town is often attended with considerable difficulty.

In time, no doubt, measures will be taken to avoid the waste of judicial energy which now takes place under the present system of divisional courts. In this connection it is useful to remember the words of Lord Justice Bowen—"Any steps that can be taken to increase substantially the number of *Nisi Prius* courts, and to man them with judges drawn from *Banc*, would effectually reduce, and probably destroy, the arrears of the Queen's Bench Division." There seems a reasonable probability that before very long the proposal that applications for new trials should be made, in all cases, direct to the Court of Appeal will be carried into effect. The effect of this would be that the difficulties in the way of having a proper supply of judges sitting continuously at *Nisi Prius* would be considerably lessened, to say nothing of the saving in the expenditure of time and money. On the other hand, it must be borne in mind that so great an authority as Lord Justice Bowen, though he approves, in theory, of the plan of going direct to the Court of Appeal in all cases in applications for new trials, considers it to be extremely doubtful whether the Court of Appeal could despatch the amount of additional business which would be thus thrown on its hands. This question, however, opens up a wide field for discussion. In the meantime, we may safely say that any arrangements under which the Lords Justices can for a time devote themselves to *Nisi Prius* work will, in the present state of business, be welcomed by the great majority of suitors and of the legal profession.

The land market seems to be improving. On Wednesday, the Boscastle Estate, consisting of about 1,000 acres of land, with about fifty houses and cottages, the Wellington Hotel, the Napoleon Inn, the harbour with its dues, the manor of Botreaux Castle, with its rights, and the slates and minerals, the gross income being estimated at about £1,862 per annum, was sold at the Mart by Messrs. Edwin Fox & Bousfield. There was a large attendance, and the biddings, which began at £20,000, ceased at £35,000, at which sum Mr. Bousfield declared the property to be sold. On Tuesday, the Crepping Hall Estate in Suffolk, comprising about 268 acres, was offered for sale at Ipswich, by Messrs. Garrod, Turner, & Son. Lot 1 (Crepping Hall and 240 acres) was sold for £7,000, and all the other five lots were also sold.

The *New York Daily Register* records a case in which Maggie Cahill sued John Cahill, in the city court, for damages for assault and battery. When the case came for trial she wished to withdraw it; but her lawyer, Samuel H. Randall, insisted that he had a lien upon the cause of action, and that, unless he was paid, it must be prosecuted. Chief Justice McAdams, to whom Maggie appealed, held that a cause of action for personal injuries not being assignable, a lien could not attach to it until it was made certain by a verdict. "The parties to a merely personal difficulty," he said, "should be allowed to settle their differences even without the concurrence of their attorneys. The language of the Holy Writ 'Blessed are the peacemakers,' &c., accords with the maxim, 'Interest republica ut sit *anis litium*'; and every principle of law, order, and propriety agree that the peace of the family now prevailing should not be broken up by the dark visage of intestine war, waged, not for principle, but 'for costs.' The plaintiff will, therefore, be allowed to discontinue her action, without costs."

To those between Liability statute are not shall no It is to doctrine least in of 1880, in 1837, W. 1); forward a fellow ground involve more d In Pri master dant's servant, returned was me said Lo "which must h whether whether a simil Reid (3 work of risks he be inju his emp In E stricted general respecti was, so the fell v. Engl other h or class the do from li negligenc, co foreman in his a have gi duties i for the (M'An ville v. lished b by the Wilson the law ment, w upon the Coal C this sta liability w sense, (Wilson same v to be fo station excavat bound

THE EMPLOYERS' LIABILITY ACT, 1880.

I.—DEFENCES UNDER THE ACT.

To those who look with dismay on the increasing antagonism between Capital and Labour the existence of the Employers' Liability Act, 1880, should afford no small consolation. This statute is at once a proof that the interests of the working classes are not forgotten by the Legislature, and a pledge that their lot shall not be left to depend on the iron fate of economic tendencies. It is to such tendencies we attribute the true origin of the legal doctrine of "common employment," the abolition of which, at least in certain respects, was the chief object and effect of the Act of 1880. That doctrine is, indeed, definitely traced to the decision, in 1837, of the Court of Exchequer in *Priestley v. Fowler* (3 M. & W. 1); but the decision itself, though many other grounds are put forward, is best based on this, that injury from the negligence of a fellow-servant is a risk incident to the contract of service—a ground which, as the risk is of a disagreeable nature, ultimately involves compensation on the principle of Adam Smith, that the more disagreeable an employment the higher its remuneration. In *Priestley v. Fowler* the plaintiff, a butcher's servant, sued his master for injuries sustained by the breaking down of the defendant's van, in which the plaintiff was being driven by a fellow-servant, both engaged on their master's business. The jury having returned a verdict for £100 damages, a rule to arrest the judgment was made absolute. "In that sort of employment especially," said Lord Abinger, when delivering the judgment of the court, "which is described in the declaration in this case, the plaintiff must have known, as well as his master, and probably better, whether the van was sufficient, whether it was overloaded, and whether it was likely to carry him safely" (3 M. & W. 6, 7). To a similar effect, Lord Cranworth, C., in *Bartonshill Coal Co. v. Reid* (3 Macq. 282), said: "When the workman contracts to do work of any particular sort, he knows, or ought to know, to what risks he is exposing himself; he knows, if such be the nature of the risk, that want of care on the part of a fellow-workman may be injurious or fatal to him, and that against such want of care his employer cannot by possibility protect him."

In England the doctrine of common employment was not restricted to fellow-servants of co-ordinate position, but obtained generally amongst servants of the same master, whatever their respective degrees of rank *inter se*; thus, a foreman or manager was, so far as the doctrine of common employment was concerned, the fellow-servant of the hands over whom he was placed (*Feltham v. England*, 15 W. R. 151, L. R. 2 Q. B. 33). In Scotland, on the other hand, a distinction was recognized amongst different grades or classes of servants, and it was held, in more than one case, that the doctrine of common employment did not exonerate a master from liability for injury occasioned to one of his servants by the negligence of another when the latter was placed in superintendence, control, or authority over the former. "I think that the foreman was the master's representative, delegated to act for him in his absence, with power to give all the orders which he could have given; and that when the master so delegates his powers and duties in matters affecting life and limb, he must be responsible for the acts and omissions of representatives equally with his own" (*M'Auley v. Brownlie*, 22 Dunlop, 975, *per* Lord Deas, *cf. Somerville v. Gray & Co.*, 1 M'Pherson, 768). The distinction established by these Scotch decisions was, however, finally swept away by the judgment of the House of Lords in the important case of *Wilson v. Merry* (L. R. 1 Sc. & D. 326), which definitely placed the law of Scotland, in respect of the doctrine of common employment, upon the same footing as the law of England. Commenting upon the above-quoted words of Lord Cranworth, in *Bartonshill Coal Co. v. Reid*, Lord Cairns, C., says:—"I would only add to this statement of the law, that I do not think the liability, or non-liability, of the master to his workmen can depend upon the question whether the author of the accident is not, or is, in any technical sense, the fellow-workman, or *collaborateur*, of the sufferer" (*Wilson v. Merry*, L. R. 1 Sc. & D. 331, 332). In supporting the same view, Lord Cranworth observed:—"Workmen do not cease to be fellow-workmen because they are not all equal in point of station or authority. A gang of labourers employed in making an excavation, and their captain, whose directions the labourers are bound to follow, are all fellow-labourers under a common master,

as has been more than once decided in England, and on this subject there is no difference between the laws of England and Scotland" (*Ibid.*, 324).

Wilson v. Merry was decided by the House of Lords in the year 1867; from that time it was established that the doctrine of common employment obtained uniformly throughout the United Kingdom as part and parcel of the law of master and servant. According to that doctrine a master was in general protected from civil liability for injury to one of his servants from the act or default of another of his servants; but this rule was subject to the limitation that the fellow-servant causing the injury should be reasonably skilful and competent for the purpose for which he was employed; for, if the injury resulted from the master's negligence in selecting a grossly unfit or improper servant, there was no protection. The doctrine of common employment afforded a defence peculiar to the relation of master and servant; another defence of a similar nature was that the servant had contracted to take upon himself the known risks attendant upon the employment (*Griffiths v. Gidlow*, 3 H. & N. 648; *Brooks v. Courtney*, 20 L. T. N. S. 440). This latter ultimately involves, in our opinion, as we have already suggested, the general principle upon which the former defence was based. Besides these peculiar defences, a master, when sued by his servant for negligence, might also deny or traverse the negligence, and further allege contributory negligence on the part of the plaintiff. These were general defences, available irrespective of the relation of master and servant. The claims which might have been brought by a servant against his master were as follows:—(1) for injuries sustained by reason of the negligence of the master himself; (2) for injuries sustained by reason of the negligence of a servant acting within the scope of the master's employment; (3) for injuries sustained by reason of the master having negligently provided defective or dangerous implements or materials (*Weblin v. Smith*, 34 W. R. 455, L. R. 7 Q. B. D. 124, *per* A. L. Smith, J.).

Such being in brief the former state of the law, the principal design of the Employers' Liability Act, 1880, is to enable a workman to recover against his employer without regard to the contractual relation subsisting between them, and this design the Act accomplishes by declaring that a workman to whom personal injury is caused in certain given cases, or, if the injury results in death, the legal personal representatives of the workman, shall have the same right of compensation and remedies against the employer as if the workman had not been a workman of, nor in the service of, the employer, nor engaged in his work. The cases in which the Act gives compensation are for personal injury caused to a workman by reason of (1) any defect in the condition of the ways, works, machinery, or plant connected with or used in the business of the employer; (2) the negligence of any person in the service of the employer who has any superintendence intrusted to him whilst in the exercise of such superintendence; (3) the negligence of any person in the service of the employer to whose orders or directions the workman at the time of the injury was bound to conform, and did conform, where such injury resulted from his having so conformed; (4) the act or omission of any person in the service of the employer done or made in obedience to the rules or bye-laws of the employer, or in obedience to particular instructions given by any person delegated with the authority of the employer in that behalf; and (5) the negligence of any person in the service of the employer who has the charge or control of any signal, points, locomotive engine, or train upon a railway (43 & 44 Vict. c. 42, s. 1).

An examination of the five cases in which compensation is thus given will shew that the Act does not in any way prejudice the general defences of denial or traverse, and of contributory negligence. These are as open to a master now as they were before the Act (*Weblin v. Ballard*, 34 W. R. 455, L. R. 17 Q. B. D. 122; *Stuart v. Evans*, 31 W. R. 706; *M'Eroy v. Waterford Steamship Co.*, 18 L. R. (I.R.) 159). "What, then, is the result? It is this, that the defence of contributory negligence is still left to the employer, but the defence of common employment, and also the defence that the servant had contracted to take upon himself the known risks attending upon the engagement, are taken away from him when sued by a workman under the Act" (*Weblin v. Ballard*, 34 W. R. 455, L. R. 17 Q. B. D. 125, *per* A. L. Smith, J.).

The right to compensation conferred by section 1 is qualified by section 2, which disentitles a workman to compensation or remedy

against his employer in any of the following cases—that is to say: (1) under section 1 (1), unless the defect therein mentioned arose from, or had not been discovered or remedied owing to, the negligence of the employer, or of some person in the service of the employer, and intrusted by him with the duty of seeing that the ways, works, machinery, or plant were in proper condition; (2) under section 1 (4), unless the injury resulted from some impropriety or defect in the rules, bye-laws, or instructions therein mentioned, provided that where a rule or bye-law has been approved or has been accepted as a proper rule or bye-law by one of her Majesty's principal secretaries of State, or by the Board of Trade or any other department of the Government, under or by virtue of any Act of Parliament, it shall not be deemed, for the purposes of the Act, to be an improper or defective rule or bye-law; (3) in any case where the workman knew of the defect or negligence which caused his injury, and failed, within a reasonable time, to give, or cause to be given, information thereof to the employer, or some person superior to himself in the service of the employer, unless he was aware that the employer or such superior already knew of the said defect or negligence.

In an action under the Employers' Liability Act, 1880, it is for the plaintiff to bring his claim in the first instance, *prima facie* within one or other of the five classes of cases set forth in section 1. He must also be prepared to shew, if necessary, that he is not debarred from relief by any of the qualifications contained in section 2, and that all conditions and formalities precedent to the right to sue have been duly observed. Of such conditions and formalities the most important are—that notice of the injury be given within six weeks, and the action be commenced within six months from the occurrence of the accident causing the injury, or, in case of death, within twelve months from the time of death (section 4, *Moyle v. Jenkins*, 30 W. R. 324, L. R. 8 Q. B. D. 116; *Keen v. Millwall Dock Co.*, 30 W. R. 503, L. R. 8 Q. B. D. 482); that the action be originally brought in a county court (section 6, *Hanrahan v. Limerick Steamship Co.*, 18 L. R. (Ir.) 135); that the notice of injury be duly framed and duly served (section 7, *Clarkson v. Musgrave*, 31 W. R. 47, L. R. 9 Q. B. D. 386; *Stone v. Hyde*, 30 W. R. 816, L. R. 9 Q. B. D. 76; *Moyle v. Jenkins, ubi suprà*; *Keen v. Millwall Dock Co., ubi suprà*); and that the plaintiff or person who sustained the injury was a workman and the defendant an employer within the meaning of the Act (section 8, *Morgan v. London General Omnibus Co.*, 32 W. R. 759, L. R. 13 Q. B. D. 832; *Jackson v. Hill*, L. R. 13 Q. B. D. 618; *Hanrahan v. Limerick Steamship Co., ubi suprà*).

Correlative with the conditions upon which an action may be maintained are the several special defences which may be set up to an action under the Employers' Liability Act, 1880; there are, accordingly, besides the general defences of traverse and contributory negligence, the three following classes of defence—viz., (1) the preliminary objection that the formal requisites of the statute such as due notice, &c., have not been complied with; (2) that the claim does not fall within any of the cases specified in section 1; and (3) that the claim does not fall within section 1 as qualified by section 2. To these defences may be added two others—(4) that the plaintiff has contracted himself out of the Act, if such be the fact (*Griffiths v. Earl of Dudley*, 30 W. R. 797, L. R. 9 Q. B. D. 357); and (5) that the rules of procedure as prescribed by order 44 of the County Court Rules, 1886, have not been observed (*The Queen v. Registrar of the County Court of Yorkshire*, W. N. 1886, p. 57). Both the Commons Bills (No. 60 and No. 76) brought in during the late session of Parliament to amend the Act of 1880, contain clauses for rendering void any contract excluding the provisions of the Act, and for amendment of defective notices; and changes of such kinds will probably be introduced when the Act comes to be renewed, as it must be, under section 10, if it is to continue in force beyond the session of Parliament next after the 31st of December, 1887.

We cannot bring these observations to a close without warning the reader that, comprehensive as are its provisions, the Employers' Liability Act, 1880, has not in all respects made a master's liability for injury to his servant the same as for injury to a third party, nor absolutely abolished the doctrine of common employment. For any wrong done by a servant acting within the scope of his employment to a third party the master is liable; for a similar wrong to a fellow-servant the master is not liable, unless the case can be brought within the Act. Thus, if the driver of a

tradesman's delivery van when engaged on his master's business run over a stranger, the master must answer; if, on the other hand, a similar injury be inflicted on a fellow-labourer in the same employment the master will or will not be answerable according as such labourer was or was not subject to the superintendence of the driver or the case was otherwise within the Act (*Shaffers v. General Steam Navigation Co.*, 31 W. R. 656, L. R. 10 Q. B. D. 356; *Robins v. Cubitt*, 46 L. T. 535). Hence, it appears that the doctrine of common employment has been but partially modified, and that the maxim *respondeat superior* has a restricted application in respect of wrongs committed by fellow-servants.

LEGISLATION OF THE SESSION.

INTERMENT OF DROWNED PERSONS.

49 VICT. c. 20.—AN ACT TO AMEND THE LAW IN RESPECT TO THE DISCOVERY AND INTERMENT OF PERSONS DROWNED.

An Act passed in 1808 (48 Geo. 3, c. 75) provides for "suitable interment in churchyards or parochial burying-grounds in England for such dead human bodies as may be cast on shore from the sea in cases of wreck or otherwise" by enacting that the overseers of the parish in which such bodies are found shall provide for their burial at the expense of the parish, to be reimbursed to the parish by the treasurer of the county; and it is further provided that persons finding dead bodies cast on shore, and giving notice thereof within six hours, are to receive a reward of five shillings, while, on the other hand, they are to forfeit five pounds for failing to give such notice. The notices are to be given to the overseers, "or to the constable or headborough for the time being." This statute not applying to tidal waters, as was proved by *The Princess Alice case* (*Woolwich Overseers v. Robertson*, 29 W. R. 892, L. R. 6 Q. B. D. 654), the defect in the law of burial is remedied by the present statute applying its provisions "to any dead human bodies found in or cast on shore from tidal or navigable waters, and to all such bodies found floating or sunken in any such waters and brought on to the shore thereof"; and it is provided that notice of the finding of any such body shall be sufficient if given to a police constable within the time specified in 48 Geo. 3, c. 75, and that the constable shall communicate the same to the parish officers mentioned in that Act. The proviso is a very necessary one, the parish constable, whom we suppose to be indicated by the principal Act, being by no means easy to find within six hours, even if he should not have been abolished under the Parish Constables Act, 1872, and churchwardens and overseers being also not always very accessible at such short notice. It does not appear, however, that the proviso is general; it seems to apply only to bodies cast ashore from the tidal waters within the Act.

A SINGULAR VARIATION OF THE LANDS CLAUSES CONSOLIDATION ACT.

49 VICT. c. 22.—AN ACT TO AMEND THE ENACTMENTS RELATING TO OFFICES, STATIONS, AND BUILDINGS FOR THE METROPOLITAN POLICE FORCE.

This Act, of which the short title is "The Metropolitan Police Act, 1886," is passed to enable the Receiver of Police for the Metropolitan Police District to borrow money for the purchase of land whereon to erect "a central office, and such police stations, offices, houses, and buildings as are required for the purposes of the Metropolitan Police Force." The Act is noticeable on account of its special variations of the Lands Clauses Consolidation Act, which is incorporated with the exception of section 127, relating to the sale of superfluous lands, and of the sections relating to access to the special Act. It is specially provided that, before putting in force the compulsory powers of the Lands Clauses Act, the police receiver "shall publish once, at the least, during three consecutive weeks in the months of September, October, and November, or any of them, in some one and the same newspaper circulating in the locality, an advertisement describing shortly the object for which the land is proposed to be taken, naming a place in the neighbourhood of the land proposed to be taken where a plan of such land may be seen at all reasonable hours, and stating the quantity of such land"; and shall also serve notices on the owners, lessees, and occupiers of the land "requiring an answer stating whether the person so served assents, dissent, or is neuter in respect of the taking of such land." When these provisions have been complied with, the receiver may, if he think fit, present a petition to a Secretary of State describing the land and the effects of the answers to the questions in the notices. Thereupon, "if, on consideration of the petition and proof of the publication of the proper advertisements and service of the proper

notices, the Secretary of State thinks fit to proceed with the case," he may appoint a person to hold an inquiry, and after reviewing the report thereon, "may make an order authorizing the police receiver to put in force, with reference to the land," the compulsory power of the Lands Clauses Acts, "and that either absolutely or with such conditions and modifications as he may think fit." The order, however, is not to be of any force until confirmed by Parliament. This elaborate procedure will hardly, we think, result in the required land being purchased with any great celerity. It will be observed that the effect of the statute is, in the first place, to allow a public department to interfere with the ordinary course of the law for acquiring land compulsorily for public purposes, and, in the second place (as if Parliament were frightened by its own temerity), to require a special ratification by statute of the course taken by such public department. Any modification of the Lands Clauses Act, including the compulsory substitution of an arbitrator for a jury by the assessing tribunal, may, of course, be authorized by the order. As an experimental variation of the Acts, the course of all proceedings under this Metropolitan Police Act should be carefully watched.

PEACE PRESERVATION (IRELAND).

49 VICT. C. 24.—AN ACT TO CONTINUE AND AMEND FOR A FURTHER LIMITED PERIOD THE PEACE PRESERVATION (IRELAND) ACT, 1881.

This Act continues the Peace Preservation Act, commonly called the Arms Act, which expired on the 1st of June, until the 31st of December, 1887. The period of three days during which the Arms Act was not in force in Ireland is provided for by the enactment that every proclamation and order made, and every notice and licence issued "under the authority of the Act of 1881, " shall be of the same force" as if that Act had been originally to continue "until the 31st of December, 1887"; thus shewing that Government draftsmen do not deem it safe to rely upon the Act 4th Geo. 3, c. 106—to which we recently referred in connection with the present statute—"to remedy the inconveniences which may arise from the expiration of Acts before the passing of Acts to continue the same."

REVIEWS.

STEPHEN'S COMMENTARIES.

MR. SERJEANT STEPHEN'S NEW COMMENTARIES ON THE LAWS OF ENGLAND. By HIS HONOUR JUDGE STEPHEN. TENTH EDITION. Four Vols. Butterworths.

We learn from the preface that the present edition of "Stephen" is edited by Mr. Archibald Brown, and we are glad to observe a very marked improvement, as regards care and completeness, on the last edition. The Settled Land Act is no longer dealt with by reference in footnotes, but receives full treatment (in conjunction with the Conveyancing Acts) in a new chapter. The provisions of the Acts are presented in a convenient form for students, but they are capable of a good deal more condensation; and the division of the subjects by means of distinct principal and sub-heads would add to the clearness of arrangement. The portion of vol. 2 dealing with the question of married women's property has been carefully revised, and the effect of the recent legislation stated. At p. 66 of vol. 2 we are told "that the position of a married woman and of an infant, in regard to their capacity to contract, is subject to rules which will hereafter be discussed in the proper place," and a reference is given to book 3, chap. 2. We find, as to the capacity of a married woman to contract, a statement, on p. 287, that, "as regards all her property which the Act makes her separate property, she may [inter alia] enter into any contracts," but it would, we think, have been desirable to draw attention much more pointedly to this change; and there is also a lack of explanation of the liability of a married woman's equitable separate estate to be charged with her contracts or engagements. We think, however, that in the present edition the editor has succeeded in restoring "Stephen" to its proper position as a concise and accurate exposition of the existing law.

ELECTION LAW.

ROGERS ON ELECTIONS. FIFTEENTH EDITION. PART II. ELECTIONS AND PETITIONS, PARLIAMENTARY AND MUNICIPAL. By JOHN CORRIE CARTER, Recorder of Stamford, assisted by J. S. SANDARS, Barrister-at-Law. Stevens & Sons.

It is not many months since the last edition of this well-known work appeared, but the decisions of the election judges since the last General Election fully justify the issue of a new edition. The effect

of the cases reported in the recent issue of O'Malley & Hardcastle's Reports is stated, and on such questions as applications for relief and for leave for payment of disputed claims some, but not all of the cases, are collected from other sources. We think that a reference to the cases on this subject printed in this journal towards the close of last year would have furnished some useful additions to the observations of the editors on this subject.

RAILWAY CASES.

AMERICAN AND ENGLISH RAILROAD CASES. VOL. 22, PART II. Edited by ADELBERT HAMILTON. Edward Thompson; Northport, Long Island, N.Y.

This part of the twenty-second volume of a collection of American and English railroad cases contains seventy cases, of which only one—*Hall v. London and Brighton Railway Co.* (L. R. 15 Q. B. D. 505)—is English, and of that we have only the first three pages. There is very copious annotation here and there, and in the notes to *Missouri Pacific Railway Co. v. Mackey* (at p. 306) we are presented with nothing short of an essay upon the law of "common employment," which essay is very well compiled, though, according to our English notions, it is out of place in a collection of contemporary reports. The headnotes are good, and the reader's eye is also guided by extra marginal notes studding the course of the reports themselves. There is a neat and analytical index.

ADMIRALTY CASES.

REPORTS OF CASES DECIDED BY THE COURT OF ADMIRALTY FROM 1758 TO 1774. Edited by R. G. MARSDEN, Barrister-at-Law. W. Clowes & Sons (Limited).

This is a collection of admiralty and prize cases taken from the reports of Sir William Burrell, who practised as an advocate in the Ecclesiastical and Admiralty Courts in the middle of the last century, to which the editor has added selections from the same author's "Cases and Opinions," and extracts from the admiralty books and records, provided by himself. As "Hay and Marriott," the earliest admiralty reports hitherto known begin in 1776, we have here, in reports for no less than eighteen earlier years, a volume of considerable value to admiralty lawyers and of no small antiquarian interest. There is a good index, but the headnotes are somewhat defective, and it is rather to be regretted that the editor should not have availed himself of the opportunity to provide some references to reports of a later date. But no admiralty court library will in future be complete without a "Marsden."

CORRESPONDENCE.

THE MIDDLESEX REGISTRY CASE.

[To the Editor of the *Solicitors' Journal*.]

Sir,—No doubt you will report the decision in favour of the registrar as regards the affidavit and oath and the certificate on the deed.

I never regarded the latter question as of much moment, but the affidavit and oath are very important, because, both in the court below and in the Queen's Bench, it has been assumed that the option of going before a London commissioner can still be exercised by the profession. I should be disposed to acquiesce in the recent decision if such option could be restored, my main point (as I have many times publicly stated) being that we have to suffer the inconvenience of personally attending and yet pay the same fees. In some quarters astonishment has been expressed that we should expect a public official to take an oath for nothing; but for at least a quarter of a century, to my personal knowledge, this free regulation existed in the Bankruptcy Court, though I (as a commissioner) have received many an eighteenpence from deponents who have "elected" to take the oath outside to save the inconvenience of going to the court office.

I intend to move a resolution at the coming annual meeting of the Law Society as to restoring this "election," a question to be raised, if need be, by *mandamus*.

FRANCIS K. MUNTON.

95, Queen Victoria-street, E.C., June 29.

CONCERNING SOLICITOR-TRUSTEE'S COSTS.

[To the Editor of the *Solicitors' Journal*.]

Sir,—Could any of your correspondents who are learned in the most recent case-law relating to solicitors inform some of us who are less learned whether the following opinions are correct:—

(1) We understand that if a solicitor appears in person in an action he is entitled, under an order for payment of costs, to what

are called *dives* costs, and that if, in addition to being a solicitor, he is a trustee, he gets the same costs. But are we correct in considering that, in the latter case, he must account for them and pay them over to his beneficiaries—i.e., to persons who have done no work for them, and who are probably not professional men?

(2) A solicitor-trustee is a defendant in an ordinary suit to administer a will or settlement, and appears in person; are we correct in advising that he must account to the estate for his costs of suit, and, having received them out of a fund in court, pay them at once back again to the credit of the estate? If so, the solicitor had better save himself all trouble by instructing another firm to act for him. But it occurs to us that a trustee may not be justified in putting the estate to that expense if he can do the work equally well himself without cost to the estate. Or, in other words, is the idea correct that he is bound to appear in person and yet to get no remuneration whatever for doing it?

(3) We understand that in a recent case non-professional persons have been ordered to take, not merely a share, but the whole of a solicitor's profit costs of a transaction. Are we not correct in believing that the sharing by non-professional men in a solicitor's profit costs has always been considered an offence, and has it not been frequently punished by imprisonment?

We are getting puzzled at what the *Re Corsellis* umbrella may not cover!

H. A. T. & Co.

June 29.

31 Ch. D. 685). The question was whether, under a gift to grandchildren of a testator, the objects of the gift took *per stirpes* or *per capita*. The testator gave some houses to trustees, on trust to receive the rents and to pay the same equally to his son J. and his daughter A. during their lives, and, after the death of either of them, if there should be issue living of the first of them so dying, upon trust to pay one moiety to the survivor, and to divide the remaining moiety between all and every child or children of the one so first dying, and, after the death of the survivor of the son and daughter, on trust to sell the property and divide the proceeds of sale equally amongst all and every child or children of them, the said J. and A., who should attain twenty-one, in equal shares and proportions, to be paid at twenty-one. Pearson, J., held that, under the ultimate gift, the grandchildren took the proceeds of sale *per stirpes*, and not *per capita*. There was one child of the daughter and eight children of the son, and Pearson, J., held that the daughter's child took half the fund, and that the other half was to be divided equally between the eight children of the son. He was of opinion that the case was distinguishable from *Nockolds v. Locke* (3 K. & J. 6), because the property was houses (not, as there, stocks and shares); there was the word "equally," as well as the words "in equal shares and proportions;" and the whole of the income of a moiety of the property was given to the children of the child who first died until the death of the survivor. He was of opinion that the case was governed by *Brett v. Horton* (4 Beav. 239). The Court of Appeal (COTTON, LINDLEY, and LOPEZ, L.J.J.) affirmed the decision on substantially the same grounds.—COUNSEL, *Method*; Kenyon Parker; B. B. Rogers; C. Church. SOLICITORS, Briggs, Vaughan, & Briggs; Moodie & Mills; Prior, Church, & Adams.

HIGH COURT OF JUSTICE.

EARL OF ABERGAVENNY v. SUGDEN—Chitty, J., 29th and 30th June. MARRIED WOMAN—SEPARATE USE—RESTRAINT ON ANTICIPATION.

In this case the question arose whether the particular language of a marriage settlement took restrictions as to separate use and restraint on anticipation out of the doctrine of *Tullett v. Armstrong* (4 My. & Cr. 377) and *In re Gaffes* (1 Mac. & G. 541), so as to enable a woman on re-marriage to alienate. The settlement in question was made in 1871, upon the marriage of the defendant and the Earl of Desart, and provided that the income of £10,000 should be paid to the defendant during her life, but that, during the joint lives of herself and the Earl of Desart, the same should be for her sole and separate use, independently of the earl and of his debts, control, or engagements, and her receipt alone should be a discharge for the same, and that she should not have power to dispose or deprive herself of the benefit thereof by anticipation. The marriage had been dissolved on the petition of the earl, and the defendant had married again. CHITTY, J., said that the case was similar to that of *Hawke v. Hubbuck* (19 W. R. 117, L. R. 11 Eq. 5), where Romilly, M.R., had held that the rule was well established that such restrictions extended to all subsequent covertures, and that it was not to be displaced by raising refined distinctions in the language of settlements. He therefore held that the restrictions were not limited to Lord Desart's coverture, but revived on the defendant's re-marriage.—COUNSEL, Levett; Romer, Q.C., and Seward Brice; Byrne. SOLICITORS, Ridsdale & Son, for Smithsons & Teasdale, York; James Davis; Carr & Co.

BRISTOL AND CLIFTON PERMANENT BENEFIT BUILDING SOCIETY v. HARBOUR AND OTHERS—Chitty, J., 24th June.

BENEFIT BUILDING SOCIETY—MEMBERSHIP—JOINT STOCK COMPANY—ULTRA VIRES—BUILDING SOCIETIES ACT, 1874 (37 & 38 VICT. c. 43), s. 39.

This was an action on a bond of indemnity, raising incidentally the question as to whether an incorporated company could become a member of a benefit building society. CHITTY, J., said that it had been argued that the bond was nothing but waste paper, having been given to secure an advance to a limited company; which was wholly *ultra vires*—first, on the ground that such company had no power under its articles to borrow of the building society; and, secondly, because the building society could not accept a company as a member. But whether such reasons were tenable or not the bond was, nevertheless, enforceable against the sureties, as there was not only no misrepresentation of fact, but the bond also shewed that if the principal should not be paid by the borrowing company the sureties were to be liable, and it was to be presumed that the sureties knew the law. Therefore, even assuming the mortgage contracted between the companies to be void as *ultra vires*, the bond, nevertheless, stood. He, however, was of opinion that the mortgage was valid. In *Robinson v. Hawks* (18 Slim. 407) Shadwell, V.C., expressed a view that a joint stock company could not become a member of a building society established, under 6 & 7 Will. 4, c. 32, for the benefit of industrious persons. That was a mere opinion of the Vice-Chancellor's, and the provisions of the statute relied on by the Vice-Chancellor no longer existed. The policy of the present Building Societies Act, 1874 (37 & 38 Vict. c. 42), was wholly different, and, as was said in *1 Lindley on Partnership*, 4th ed., p. 86, there was no general principle of law which prevented a corporation from being a partner with another corporation. That was a sound proposition, and, therefore, the burden of shewing that the general principle of law was altered by statute would rest with him who pressed that contention. He was of opinion that, in the present case, the transaction was not invalidated.—COUNSEL, D. Sturges; Yale Lee. SOLICITORS, Guicci, Wadham, & Daw, for O'Donoghue & Anson, Bilatol; Ley, Ley, & Ley.

CASES OF THE WEEK.

COURT OF APPEAL.

CRAWFORD v. CRAWFORD AND DILKE (the Queen's Proctor shewing cause)—C. A. No. 2, 30th June.

DIVORCE—DECREE NISI—DISMISSAL OF CO-RESPONDENT—INTERVENTION OF QUEEN'S PROCTOR—MATERIAL FACTS NOT BROUGHT BEFORE COURT—RESTORATION OF CO-RESPONDENT TO SUIT—MATRIMONIAL CAUSES ACT, 1860 (23 & 24 VICT. c. 144), s. 7.

This was an appeal from the decision of Hannen, P. (*ante*, p. 551). The suit was by a husband for the dissolution of his marriage, on the ground of the wife's adultery. At the trial before Butt, J., without a jury, the petitioner deposed to a confession made to him by the respondent of acts of adultery with the co-respondent. The petitioner was not cross-examined by the counsel for the respondent, and his cross-examination by the counsel for the co-respondent was postponed till after the evidence of some other witnesses had been given. Ultimately, the co-respondent, acting under the advice of his counsel, did not go into the witness-box. Butt, J., pronounced a decree *nisi* for a divorce, but dismissed the co-respondent from the suit, with costs, on the ground that there was no evidence against him. The Queen's Proctor afterwards entered an appearance in the suit, and filed a plea alleging—(1) That the said decree was pronounced contrary to the justice of the case, by reason of material facts not being brought to the knowledge of the court; (2) that at the hearing of the said suit the case for the petitioner was based upon the several allegations contained in confessions alleged by the petitioner to have been made by the respondent, and which confessions the petitioner deposed to in his evidence, and no evidence was adduced on the part of the respondent or the co-respondent; (3) that at the hearing of the said suit there were available, within the knowledge of all or some of the parties to the suit, divers witnesses, some of whom were then present in court, and whose names were mentioned, or who were referred to in the alleged confessions, and who were not called, but whose evidence was material to enable the court to arrive at a just decision of the case upon the question whether the said alleged confessions were true or false; (4) that, apart from the alleged confessions by the respondent deposed to by the petitioner, no evidence was adduced at the hearing of the said suit to prove that the respondent had committed the adultery alleged in the petition. The co-respondent applied to the court for leave to enter an appearance in the proceedings, and that copies of the pleadings of the Queen's Proctor and of the petitioner might be delivered to him, and that he might have leave to plead thereto if so advised. The respondent also applied for leave to take part in the trial of the issue raised by the Queen's Proctor, and it was stated that she desired to give evidence in support of her former admission of adultery. Hannen, P., refused both applications, that of the co-respondent with costs, but reserved the costs of the respondent's application. The Court of Appeal (COTTON, LINDLEY, and LOPEZ, L.J.J.) affirmed both decisions. Leave to appeal to the House of Lords was asked on behalf of the co-respondent, under section 9 of the Supreme Court of Judicature Act, 1881 (41 & 42 Vict. c. 68), but the court refused the application, on the ground that the question was not one of law, but only one of discretion.—COUNSEL, Sir U. Russell, A.G., Sir H. James, Q.C., and Searle; C. A. Middleton; Danckerts; Sir Walter Phillimore, Q.C., and Berggrave Deane. SOLICITORS, R. S. Taylor, Son, & Humbert; Lewis & Lewis; Markby & Stewart; The Queen's Proctor.

RE CAMPBELL'S TRUSTS—C. A. No. 2, 24th June.

WILL—CONSTRUCTION—BEQUEST TO GRANDCHILDREN—PER STIRPES OR PER CAPITA.

This was an appeal from the decision of Pearson, J. (*ante*, p. 238, L. R.

Re BROMLEY, SANDERS v. BROMLEY—KAY, J., 28th and 29th June.
 SHARES—ISSUE OF NEW SHARES TO ORIGINAL SHAREHOLDERS—PROFIT ARISING FROM SALE OF NEW SHARES—CAPITAL OR INCOME—TENANT FOR LIFE AND REMAINDERMAN.

The question arose, in this case, whether a tenant for life, under a will, of certain shares in a gas company, was entitled to the profit arising from the sale of certain new shares which had been allotted by the company to the trustees as being the holders of the original shares. John Bromley, who died in 1843, by his will, dated the 30th of November, 1841, bequeathed, *inter alia*, thirty-five shares in a gas company to trustees upon trust for his wife for life, and after her death he declared that the same should form part of his residuary estate. After the death of the testator the gas company resolved to increase its capital by the creation of additional stock, which they offered to the holders of the original stock. John Kilday, who was acting under a power of attorney on behalf of the trustees of the will, availed himself of the offer, and took up with his own moneys and in his own name some of the new stock. J. Kilday having died, an order, dated the 4th of February, 1882, was made against his executrix, under which the new stock was sold, and the balance of the proceeds of sale, after deducting therefrom the amount paid by J. Kilday for the stock and the balance of interest, after deducting the dividends received by him, was paid into court. Upon the further consideration of the action this balance was claimed by the widow. On her behalf it was contended that the balance in court was in the nature of a casual profit, to which, as tenant for life, she was entitled. On behalf of the remaindermen it was contended that the balance in court was capital, and therefore formed part of the testator's residuary estate. KAY, J., said that the trust relating to the thirty-five shares must be considered as if it existed alone and without reference to any of the other trusts contained in the will, because it was in respect of that particular trust that the trustees had obtained the power of which they had availed themselves, and the benefit arising therefrom must be treated as belonging to that trust. His lordship then referred to *Paris v. Paris* (10 Ves. 185), and said that in that case the question was as to a division of the profits on old shares, and not, as in the present case, in respect of a new investment. The tenant for life could not have compelled the trustees to take up the new shares, as they could be thereby committing a breach of trust, the will not authorizing such an investment. His lordship therefore held that the balance in court, representing the profit arising from the sale of the new shares, was capital, and that the widow was entitled to the income thereof during her life.—COUNSEL, Robinson, Q.C., and J. M. Stone; Vaughan Hawkins; Hastings, Q.C., and Method; Maidlow; E. Cutler. SOLICITORS, Stones, Morris, & Stone; Emmett, Son, & Stubbs; Hillery & Layard.

DIX v. GREAT WESTERN RAILWAY CO.—KAY, J., 30th June.
 PRACTICE—JOINDER OF PARTIES—IDENTICAL COVENANT WITH SEVERAL PARTIES—R. S. C., 1883, XVI, 11.

By an indenture of the 30th of May, 1884, land belonging to the plaintiff and two other vendors, O. and J., was conveyed to the defendant company, charged with a covenant on behalf of the company, with each of the vendors, his heirs and assigns, separately, that the company would make a road between certain points, and would allow the use of it for all purposes. This was an action for specific performance of the covenant, and for damages. The company took out this summons under ord. 16, r. 11, asking that the other two vendors should be added as defendants, stating that their presence was necessary to enable the court effectually and completely to adjudicate upon and settle all the questions involved in the cause. KAY, J., held that, the court having a large discretion as to the joinder of parties, and seeing that all the vendors had a right to use the road when made, it was desirable that they should have an opportunity of expressing their views upon the making of it beforehand, and ordered them to be joined as plaintiffs.—COUNSEL, Medd; Dunning. SOLICITORS, Meredith, Roberts, & Mills; Maples, Nelson, & Co.

Re WHORWOOD, OGLE v. LORD SHERBORNE—North, J., 24th June.

WILL—CONSTRUCTION—LEGACY—LAPSE.

The question in this case was whether a legacy to a peer, described simply by his title, had lapsed by reason of the death, during the life of the testator, of the person who bore the title at the date of the will, or whether the gift was to be treated as made to the holder of the title for the time being. The testator gave "to Lord Sherborne and his heirs, my Oliver Cromwell Cup, presented to our common ancestor, Dame Ursula Whorwood, for an heirloom." The person who was Lord Sherborne at the date of the will died in the testator's lifetime, and the question was whether the present Lord Sherborne was entitled to the cup, or whether there was a lapse. North, J., held that the gift was to the person who was Lord Sherborne at the date of the will, and that there was a lapse.—COUNSEL, Edward Cutler; Phipson Beale; S. Hall; B. B. Rogers; Cawens-Hardy, Q.C., and Lyttelton Chubb. SOLICITORS, Aldridge & Co.; John Graham; Ullithorne, Currey, & Villiers.

REID v. REID—Stirling, J., 30th June.

WIFE'S EQUITY TO A SETTLEMENT—AMOUNT TO BE SETTLED—MISCONDUCT OF HUSBAND.

In this case the question arose as to what amount of misconduct on a husband's part will induce the court to order the whole of the wife's

fund to be settled upon her. It had already been decided that the fund in question was not the separate property of the wife (see 34 W. R. 332, L. R. 31 Ch. D. 402), and the point now in dispute was as to the amount of settlement to which the wife was entitled. The parties were married in 1871 and lived together until 1883, when the wife went to live with her mother. In 1884 the wife petitioned the Divorce Court for restitution of conjugal rights, and on the 13th of June, 1884, a decree for restitution was made. The husband refused to allow the wife to live with him, and she petitioned the Divorce Court for permanent alimony under the Matrimonial Causes Act, 1884, s. 2, on the ground that he had not complied with the decree for restitution; no order had as yet been made upon the petition, as the Divorce Court had directed an inquiry as to the parties' means, which was still pending, the husband being ordered meanwhile to pay her £5 per month by way of alimony. The husband had brought grave charges against the wife, both in the present action, and in the Divorce Court and in proceedings before Pearson, J., relating to the custody of the children, but these had been proved to be unfounded. There were six children, of whom the husband maintained five and the wife maintained one. It appeared that the husband had already received £1,000 of the fund, and that the value of the residue was about £1,500 and produced an income of £60. The wife asked that, under the circumstances, the whole of the fund might be settled upon her; the husband contended that there was nothing to take the case out of the general rule that a wife's equity to a settlement only entitled her to half the fund. STIRLING, J., said that no doubt the general rule was that a wife was only entitled to have a half of the fund settled upon her, but to that rule there were exceptions. These exceptions, were dealt with by Lord Cairns in *Re Suggett's Trusts* (16 W. R. 551, L. R. 3 Ch. 215), and all the cases there referred to might be summed up under the phrase "aggravated misconduct." If the husband had been guilty of aggravated misconduct the wife was entitled to have the whole of the fund settled upon her. The present case was not one of those mentioned by Lord Cairns, but the term aggravated misconduct was not too strong to be applied to the husband's behaviour towards his wife, the plaintiff. The whole of the fund must therefore be settled upon the wife. The question as to the wife's alimony would soon come before the Divorce Court, when she would probably receive as much as the income of the whole fund.—COUNSEL, Barber, Q.C., and F. H. Coli; Daniel Jones and Raw; F. Thompson; Scwifin Eady. SOLICITORS, Pattison, Wiggs, & Co.; Gedge, Kirby, & Co.; Indermaur & Brown; Robins, Cameron, & Kemps.

MUNTON AND ANOTHER v. LORD TRURO—Q. B. Div., 28th June.
 MIDDLESEX REGISTRY—FEES PAYABLE FOR REGISTRATION.

This was an appeal from the decision of Judge Eddis in an action brought in the Clerkenwell County Court by Messrs. Munton & Morris, solicitors, against the registrar of the Middlesex Registry, which was brought as a test case for the purpose of obtaining a judicial decision as to the fees properly chargeable by that office. A memorial of a deed was brought by the plaintiffs to the office for registration, such memorial containing only 199 words. The deed was subsequently returned to the plaintiffs with the certificate of registration indorsed upon it, and plaintiffs paid the registrar a fee of 5s., which it was agreed, for the purposes of the action, should be treated as having been paid compulsorily. The plaintiffs contended that the only fee properly payable was 1s. under the 11th section of 7 Anne, c. 20. The defendant claimed in addition the following fees:—(1) 6d. extra in respect of the length of the memorial beyond the 1s. admitted to be due; (2) 1s. 6d. for administering the oath; (3) 1s. for indorsing a certificate of it on the memorial (as provided by section 5 of the Act); and (4) 1s. for the certificate indorsed on the deed. The plaintiffs, therefore, sued for 4s. The county court judge held (see the case reported, *ante*, p. 272) that the fees numbered (2), (3), and (4), were properly payable, but disallowed the fee of 6d. extra which was charged in respect of the words placed in the margin of the memorial in accordance with section 6 of the Act. The plaintiffs appealed, and on their behalf it was urged that, as no fees were provided by the Act for taking the oath and exhibit at the registry itself, and the registry now refused to recognize an oath taken before a London commissioner in lieu of personal attendance, the applicant had not now the option intended by the Act, and ought not therefore to pay any fee in respect of the oath if taken at the registry. It was also contended that, as the registry only existed by force of the statute, no charges not specifically provided for could be made. As regarded the 1s. fee for the certificate on the deed, it was urged that such a certificate could not have been the document meant by section 11 of the Act, which provides that any certificate of less than 200 words delivered out should be charged 1s.; and that the formal certificate indorsed on the memorial comprising only a few words was part and parcel of the registration itself. On the other hand, it was contended, on behalf of the defendant, that, as most of the charges objected to had been demanded and received for upwards of a century, they ought not now to be questioned. After hearing the arguments, the learned judges (Matthew and A. L. Smith, J.J.) reserved their judgment. On this day the Court affirmed the decision of the county court judge, and dismissed the appeal with costs.—COUNSEL, R. T. Reid, Q.C., and W. Murray; Channell, Q.C. SOLICITORS, Munton & Morris; Wainwright & Baillie.

BANKRUPTCY CASES.

Ex parte ARMSTRONG, *Re* ARMSTRONG.

MARRIED WOMAN TRADING SEPARATELY FROM HUSBAND—LIABILITY TO BANKRUPT LAW—"SEPARATE PROPERTY"—GENERAL POWER OF APPOINTMENT BY DEED OR WILL—MARRIED WOMEN'S PROPERTY ACT.

1882, s. 1, sub-section 5 — BANKRUPTCY ACT, 1869, ss. 4, 15 — BANKRUPTCY ACT, 1883, ss. 24, 44, 152.

The question in this case was as to the extent to which a married woman who trades separately from her husband, is now subject to the bankrupt law. Sub-section 5 of section 1 of the Married Women's Property Act, 1882, provides that "Every married woman carrying on a trade separately from her husband shall, in respect of her separate property, be subject to the bankruptcy laws as if she were a *feme sole*." At the time when this Act was passed the Bankruptcy Act, 1869, was in force. Section 15 of that Act provided that "the property of the bankrupt divisible amongst his creditors, and in this Act referred to as the property of the bankrupt," should comprise (*inter alia*) "(4) the capacity to exercise, and to take proceedings for exercising, all such powers in or over or in respect of property as might have been exercised by the bankrupt for his own benefit at the commencement of his bankruptcy or during its continuance, except the right of nomination to a vacant ecclesiastical benefice." And section 4 of that Act defined "property" as meaning and including (*inter alia*) "Every description of property, whether real or personal; also obligations, easements, and every description of estate, interest, and profit, present or future, vested or contingent, arising out of or incident to property as above defined." Section 44, sub-section 2, of the Bankruptcy Act, 1883, is equivalent to section 15, sub-section 4, of the Bankruptcy Act, 1869. Section 24 provides that every debtor against whom a receiving order is made shall (*inter alia*) execute such deeds and instruments, and generally do all such acts and things in relation to his property, and the distribution of the proceeds amongst his creditors, as may be directed by the court. Section 168 defines "property" in the same way as section 4 of the Act of 1869, and section 52 provides that "Nothing in this Act shall affect the provisions of the Married Women's Property Act, 1882." In the present case a widow, who had one child (a son) by her first marriage, married again in December, 1881. By a settlement made in November, 1881, in contemplation of the marriage, she conveyed two freehold houses belonging to her to a trustee in fee, upon trust (after the solemnization of the marriage) to pay the rents or permit the same to be received by the wife during her life for her separate use, but without any restriction on anticipation, and, after her death, upon trust for such person or persons, and in such manner, as she, whether *covet* or *sole*, should by deed or will appoint, and, in default of appointment, upon trust for the son of the former marriage and the children of the then intended marriage, in equal shares as tenants in common in fee, with remainder to the right heirs of the wife. There was also a power for the trustee or trustees of the settlement during the life of the wife, with her consent in writing, from time to time to raise by way of sale or mortgage of the property such sum or sums of money as she might direct, and to pay the same to her, and that her receipt alone should be a sufficient discharge. After the marriage the wife carried on a business separately from her husband, and in May, 1884, she was adjudicated a bankrupt on her own petition. There were no children of the second marriage. On the application of the trustee in the bankruptcy the Divisional Court (Manisty and Cave, J.J.), reversing the decision of the judge of the Brentford County Court, ordered the wife to execute a deed, in exercise of the power of appointment, appointing the two houses to the trustee, in order that they might be made available for the creditors in the bankruptcy. The court decided the case mainly on the ground that section 19 of the Married Women's Property Act did not exclude the operation of the Act by reason of the execution of the settlement, it having apparently been assumed that the capacity of exercising a general power of appointment by deed was "separate property" of the bankrupt within the meaning of sub-section 5 of section 1. The Court of Appeal (Lord Esher, M.R., and Bowen and Fay, L.J.J.) reversed the decision, on the ground that the capacity to exercise the power was not property at all, and, therefore, was not separate property. Lord Esher, M.R., said that the point whether the capacity of the bankrupt to exercise the power was "separate property" seemed not to have been really brought before the Divisional Court, and this court could hardly be said to be overruling their decision. The question depended entirely on what was the true construction of sub-section 5 of section 1 of the Married Women's Property Act. At common law, except by custom in certain localities, a married woman who was a trader could not be made a bankrupt. Sub-section 5 created a new liability on the part of a married woman who was a trader, and gave new rights to her creditors. The Legislature could have put her on the same footing of liability as if she were a *feme sole*, or it might have created a limited liability on her part. Now sub-section 5 did not say that a married woman who was a trader was to be subject to the bankruptcy laws as if she were a *feme sole*, but that, "in respect of her separate property," she was to be subject to those laws as if she were a *feme sole*. Taking the words in their ordinary sense, without any knowledge of anything outside the Act, could they comprise an unexercised power of appointment? Could they comprise anything which, if she were a *feme sole*, would not be her property at all? Could they comprise anything more than that which, if she were a *feme sole*, would be her property, and which, though she was a married woman, was to be her separate property? It was perfectly clear that this unexercised power would not, if the bankrupt had been a *feme sole*, have been her property at all. The difference between a power and property had always been recognized, and an unexercised power had always been held not to be property. Here there was a vested remainder in the son of the first marriage. No question as to the wife's life interest was now before the court. The legal estate in the remainder was in the trustees, and the son was now the beneficial owner of it, subject to the possibility of his interest being divested by an exercise of the power of appointment. The phrase "in respect of her separate property" was used over and over again in the Act of 1882, and in all the sections other than section 1 (5)

in which it was used it was clear that it could not comprise anything which would not be the property of the married woman if she were a *feme sole*, and it could not, therefore, comprise an unexercised power of appointment. There was nothing to authorize the court to hold that the words "separate property" were used in sub-section 5 of section 1 in a sense different from that in which they were used in the other sections of the Act. In the case of a bankrupt *feme sole*, the power of appointment might, perhaps, be reached by the trustee in the bankruptcy under section 44 of the Bankruptcy Act, 1883, and the result would be that something would pass to the trustee in bankruptcy of a *feme sole* which would not pass to the trustee in bankruptcy of a married woman. The jurisdiction which a court of equity would, in certain cases, exercise with relation to general powers of appointment given to married women was excluded from the Act of 1882 for this purpose. It was unnecessary, therefore, to consider the abstruse and difficult question which had been raised with reference to section 19 of the Act of 1882. His lordship added that leave to appeal from the decision of the Divisional Court was, in the first instance, refused by that court. The jurisdiction of refusing or permitting an appeal was a very delicate one, and he would venture to say, for the guidance of his brother judges, that the fact that a judge was satisfied that he was deciding right was not a sufficient reason for refusing leave to appeal when the question was one of principle and it had been decided for the first time. If that were so, the legitimate conclusion would be, that in every case leave to appeal ought to be refused. Bowen, L.J., said that it was clear that the power to appoint would not be "property" in the case of an unmarried woman; it could only be "property" in the case of a married woman if courts of equity had held that it was so. The argument was that courts of equity had, in fact, in the case of a married woman, held that to be "property" which was not "property" in the case of a *feme sole*. His lordship thought that was not so. Courts of equity had, in cases where a married woman had a general power of appointment, with remainder in default of appointment to her executors and administrators, given effect after her death to her contracts out of the property subject to the power, as if it had been her property. But there was no case in which this had been done during her lifetime. But, though courts of equity had not done this, still it was said that a general power of appointment was, in the eye of the Court of Bankruptcy, "property." Section 44 of the Bankruptcy Act, 1883, following, in this respect, prior Acts, had brought within the net of the Court of Bankruptcy powers which would not otherwise have been property. To establish that argument it must be shewn that the Act of 1882 made that to be "separate property" for all its purposes which was not "property" in the widest sense of the word, but only in the sense of the Bankruptcy Act. If the Legislature had intended that, for the purpose of the bankruptcy of a married woman, everything should be dragged within the net which would have "property" in bankruptcy if she had not been a married woman, sub-section 5 of section 1 of the Act of 1882 might have said so plainly. But the Legislature, either intentionally or *per incuriam*, had omitted to use the words which were necessary to bring a general power of appointment within the net of the Bankruptcy Court, and had only brought within it that which would have been "separate property" *alioquin*. The other sub-sections of the Act of 1882 proved that it was not intended to treat as "separate property" of a married woman that which, if she had not been married, would not have been her property. Fay, L.J., said that the first question was, what was the true legal meaning of the words, "separate property"? and the next question was, whether there was anything to shew that the words were used in the Act of 1882 in any special sense? No two ideas were more distinct than those of "property" and "power." A power was a personal capacity of doing something. That the exercise of the power might result in property vesting in the person who exercised it was immaterial. The power to appoint real estate was no more property than the power to write a book or to sing a song. Those powers might result in property, but in no sense which the law recognized were they property. At law and in equity "power" and "property" were entirely distinct. Courts of equity had never treated powers as property. But when courts of equity, under their peculiar doctrine of separate use, gave to a married woman the benefit of the position of a *feme sole*, they went further, and subjected her to the liabilities of a *feme sole*, and, on that principle, got at her separate property in order to satisfy her engagements, which might be considered to have been entered into on the faith of it. But there was another independent doctrine, that, when a married woman had a power which she could exercise for her own benefit, courts of equity considered her contracts as an exercise of the power, or held that, if she had exercised the power in favour of volunteers, the appointees were trustees for her creditors. These two doctrines must not be confused with each other; the one related to the separate estate of a married woman, the other to a power which she could exercise for her own benefit. It would be departing from the true legal meaning of "property" to say that it included the capacity to do an act. And to say that "separate property" would include a power, though "property" did not, would be to make the species more extensive than the genus. It was said that the words "separate property," as used in section 1 (5) of the Act of 1882, must be deemed to include a power. If so, his lordship thought that the same words must include a power throughout the Act. He was not prepared to say that the Legislature had any intention of including a power; they might well have intended to omit it. They might have had in their contemplation a case like the present, in which the result of treating a power as property would be to defeat the interest of the children of the married woman. There was nothing to show that the words "separate property" were intended to have any secondary meaning. It was impossible to treat section 15 of the

Bankruptcy Act, 1869, as qualifying the Act of 1882, and this view was fortified by the circumstance that the Bankruptcy Act of 1883, while repeating the provisions of section 15, expressly provided that nothing in the Act should affect the provisions of the Act of 1882.—COUNSEL, T. Ribton; Cozens-Hardy, Q.C., and Herbert Reed. SOLICITORS, Woodbridge & Sons; J. A. & H. E. Farnfield.

CASES AFFECTING SOLICITORS.

WOOD v. CALVERT—Kay, J., 30th June.

SOLICITORS' REMUNERATION ACT, 1881, GENERAL ORDER, SCHEDULE 1, PART 1, RR. 4, 11—"CONDUCTING SALE BY AUCTION."

The question in this case was, where an auctioneer and a surveyor charged fees for work done in the sale of real estate, what the remuneration of the solicitor should be? A trust estate was ordered to be sold by the court and the costs of the solicitor were ordered to be taxed. The judge appointed an auctioneer in chambers, and his remuneration for putting up and knocking down the property was fixed at seven guineas, being the usual way of charging his fee in Yorkshire, where the property was sold. The appointment of a surveyor, who divided the property into lots and prepared plans, had also been sanctioned, and a fee of £31 10s. allowed to him. The solicitors prepared the conditions and particulars of sale and had done all the other usual work, and they had paid the auctioneer's and surveyor's charges. In carrying in their bill for taxation the solicitors charged according to schedule 1, part 1, for conducting the sale, which charge was entirely disallowed by the taxing master. The taxing-master allowed the surveyor's fee, and the solicitors proposed to pay the auctioneers themselves. KAY, J., held that it was enough to bring about the refusal of the application that the application was made by the trustees, who, instead of asking to pay this bill, ought to reserve themselves for the purpose of representing and protecting the estate if such an application was made. As to the action of the taxing master, he had rightly followed *Re Wilson* (29 SOLICITORS' JOURNAL, 438, L. R. 29 Ch. D. 790) in the Court of Appeal. Part of the work charged by the surveyors, he observed, was for dividing the property into lots, which was clearly the work of the solicitors. The application must be refused, with costs, to be paid, not out of the trust estate, but by the trustees themselves.—COUNSEL, Farwell. SOLICITORS, Patterson, Snow, Bloxam, & Kinder, for Gardiner & Jeffery, Bradford.

[See Incorporated Law Society's Supplemental Digest, p. 18.]

THE TRUSTEE OF LUDDY v. P. (A SOLICITOR)—Kay, J., 8th and 26th June.

SOLICITOR—TRUSTEE IN BANKRUPTCY.

The position of a solicitor purchasing, from the trustee in bankruptcy of a client, property with regard to which he had acted as solicitor was considered in this case. Luddy was entitled to an interest in the residue under his mother's will, the only question being whether he took merely a life interest or whether he was entitled absolutely. P., his solicitor, wishing to obtain an advance for his client Luddy, was advised that Luddy's interest was merely for life. On that footing the property was dealt with until Luddy became bankrupt and the trustee sought to sell Luddy's interest. P. thereupon bought the property from the trustee, but in his brother's name, without disclosing the fact to Luddy or his family and friends, who had been in communication with P. for the purpose of obtaining it for themselves. The court found that P. was all this time Luddy's solicitor. In the event it turned out that Luddy had been absolutely interested in the property, and the trustee in bankruptcy brought this action against P. for a re-transfer of the estate upon terms. P. had paid £77 odd for the property, the family had subsequently offered over £100 for it; and the value of Luddy's interest, when it turned out to be absolute, was, at any rate, £2,000. KAY, J., observed that P. had evidently continued to be the solicitor of Luddy up to and including the time of the purchase, and that he knew, at the time of his purchase, at any rate, that the property was worth more than he gave for it. It had been argued that if a client became bankrupt and the purchase was from the trustee (instead of from the client, when it would, of course, be bad) it then became good; but, taking a familiar illustration, suppose it was a case of a coal mine which had been discovered by the solicitor on property of his client's of which he had the management, would the purchase of the land, without disclosure, be good, merely because the client had become bankrupt? P. must re-transfer the property on receiving his purchase-money back with four per cent. interest, and he must pay the costs of the action.—COUNSEL, Finlay, Q.C., and Cordery; G. Hastings, Q.C., and Farwell.

Among the public general Acts to which the Royal Assent was given on the 25th ult. were the Guardianship of Infants Act, Bankruptcy (Agricultural Labourers' Wages) Act, Idiots Act, International Copyright Act, Contagious Diseases (Animals) Act, Incumbents of Benefices (Loans Extension) Act, Patents Act, Riot (Damages) Act, Salmon and Fresh Water Fisheries Act, Coal Mines Act, Customs Amendment Act, Revising Barrister Act, Medical Act, Extraordinary Tithe Redemption Act, Shop Hours Regulation Act, Intoxicating Liquors (Sale to Children) Act.

SOCIETIES.

SOLICITORS' BENEVOLENT ASSOCIATION.

ANNIVERSARY FESTIVAL.

The 26th anniversary festival of the Solicitors' Benevolent Association was held on Wednesday evening, at the Albion Tavern, Aldergate-street, instead of at the Star and Garter, Richmond, as has been the case for several years past. MR. G. BURROW GREGORY presided.

The CHAIRMAN proposed the Health of the Queen, followed by that of the Prince and Princess of Wales, and of the other members of the Royal Family, observing that he did not know of any gentleman who was more acceptable to the people of the country, and who entered more into their social conditions, or who took greater interest in their charitable organizations, or in the promotion of their mutual welfare than the Prince of Wales. Everybody appreciated how admirably he discharged the functions of chairman when he presided at the anniversary meetings of charitable societies.

The toasts having been received with the customary loyal enthusiasm,

MR. HOWLETT (Brighton), submitted the Health of the Bench and the Bar. He remarked that, however popular the members of the bar and the judges were among laymen, and they were deservedly so, there was no one who knew better their merits, and how deservedly they held their position, than the solicitors of England. With regard to the bench he would use what was only a common stock phrase, and say that the bench of England and the judicial ermine had not, for two or three centuries, received a single solitary stain. A great number of barristers threw themselves into political life, and their elevation to the bench as often came as the reward of political services as it did as the reward of their talents at the bar. But the moment a barrister was raised to the bench he wrapped around him the judicial ermine, and one never saw a trace of the effect of his earlier training. It was from the stuff of the bar that the judicial ermine was made. The Incorporated Law Society sometimes had little differences with regard to such matters as their fees, but nothing had occurred to disturb in any degree the mutual respect which the solicitors and the bar had for one another.

MR. INDERWICK, Q.C., returned thanks, observing that Mr. Howlett had not referred to the fact that the bench of the country was now, and had always been, very much recruited from the ranks of the solicitors in this sense, and some of the best judges had received their early training in the offices of solicitors, if they had not been solicitors in the early part of their career. He was quite sure that the names of more than one or two or three of our judges would occur to gentlemen present and prove the truth of the observations he was making. With respect to a question which had frequently agitated the legal world—namely, the fusion of the two branches of the profession—it was one of those subjects with regard to which he had a strong opinion, that it would not be for the advantage of the public that fusion should take place. He said this not from interested motives, for he believed, so far as those were concerned who had had the good fortune to achieve more or less of moderate success at the bar, that they could look at the two branches without the slightest distress so far as their pecuniary benefit was concerned. He thought, therefore, that those amongst the leaders of the bar who had entertained this opinion were entitled to claim that, at any rate, they did not hold the opinion from interested motives. He had, some two years ago, spent three or four months in Canada and in the United States, and he had some friends amongst the American bar and amongst the Canadian judges, and had, therefore, had some opportunity of seeing how business was conducted there. Practically, the way in which business was conducted was this—that, where there were large firms of solicitors in New York, or in Washington, or in Chicago, corresponding with the large firms in the city of London, there were invariably either one or two members of the firm who devoted themselves entirely to practising in court. In addition he found, from conversations he had with members of the legal profession in those towns, that there was a great desire to institute in some form or another a division of the profession which would answer to the barristers in this country, and that, as a matter of fact, a considerable number of the leading lawyers in the principal towns devoted themselves absolutely and entirely to the conduct of cases in court, and that the number of those who did so was continually increasing, because it was found that on the whole it was the most convenient mode of conducting business. There was in Canada very much the same kind of rule as existed here. There was a law society in Canada, and gentlemen were called to the bar with the assent of the judges, and they practised in court. To a very great extent the principle to which he had referred was being carried out and extended because it was found that it was the most convenient mode of transacting public business, and of disposing of questions of law and of those questions of fact which should be decided by a judge or by a jury as the case might be. He did not think, therefore, that it need be said that there was any difference of opinion that was likely in any way to alter the friendship which existed between the bar and the solicitors. He was happy to find that, within the last five or ten years, the approach—if he might use the expression—between the two branches of the profession had been very rapid and very satisfactory. He thought that the mode which was now recognized of passing from one branch to the other, and passing back again if one did not like it—because there had been very many cases of that kind—was one which was satisfactory and which ought to be encouraged. For his part he had very strongly supported some of the regulations in that direction, although he believed there were some members of both branches who did not altogether take that view. The chairman of this evening had been for some years in the House of Commons, and everyone would admit that

he had conferred great honour upon the profession to which he belonged. He (Mr. Inderwick) had sat on the opposite side of the House, but he had had the pleasure of voting with the chairman upon very many questions relating to the legal profession, and not simply upon these questions as they were for the interest of solicitors and barristers, but as they were for the general interest of the public.

The CHAIRMAN proposed the health of The Incorporated and other Law Societies in England and Wales. He said he was old enough to recollect the institution of the law society, which rose from very small beginning. It had been created by two or three gentlemen, eminent throughout the profession at that time—Mr. Adlington, Mr. Foss, Mr. Bryan Holme, and some other gentlemen of character and standing in the profession who had felt that it was not adequately represented, and that it never had attained that status and that position and that recognition amongst society in the country, or by its clients, to which it was naturally, as an honourable body, entitled. These gentlemen had organized a society for the purpose of vindicating their position. When it began it was more in the nature of a club, but its promoters afterwards had greatly extended their operations, and they were supported by the great body of the profession, who felt that such a society was necessary, and it now occupied a very important position indeed, not only with respect to the mercantile and landed classes in the country, but with respect to the Legislature itself. It was a very great advantage to have an organized society of this description to watch over and protect their interests. He had had the honour of endeavouring to do what he could in the promotion of its interests in Parliament, and he was most grateful for the support he had received from the various law societies, and he was bound to recognize the very great influence and the position which it occupied, not only in the Legislature, but amongst all classes of society in the country. He did not know whether the societies were conscious of this in themselves, but he had had occasion to feel and to recognize it, and he asserted that, upon any question upon which the law society, and those affiliated to them, were united, and with which they were prepared to act together, they were powerful to the greatest degree. He thought it was a credit to the profession that they should have such a society amongst them, and it was a credit to the society that, so far as he knew, their operations had always been for good; that they had been of an honourable, manly, and independent character and intent; and that there never had been any charge of self-seeking or promotion of their own personal interest brought against them; that their operations had been for the general benefit, for the benefit not only of the class with which they were intimately connected, but of the more extensive classes to which they were affiliated by their circumstances, interests, and connections. He believed the landed, commercial, and mercantile interests had materially benefited by the operations of the law society and the societies incorporated with it, and, therefore, he had no hesitation in proposing their health.

Mr. H. Roscon (president of the Incorporated Law Society) returned thanks, observing that he was quite sure the chairman had not said one word in favour of the society which was not well deserved. Speaking more particularly for the Incorporated Law Society, having served as vice-president and president for two years, he knew, if anyone knew, the importance of the functions of the society, which were of a very important character. No man need be ashamed of having served in the society. It represented some 14,000 or 15,000 solicitors in this country. It was true that these solicitors did not all appreciate the importance of the society's functions, but he thought that any feeling of opposition to it was dying out. He had done his best during his term of office to get rid of that feeling, and also to dispose of the feeling that it was a metropolitan society. It was not a metropolitan society; it represented the solicitor branch of the profession throughout the country, and the local societies and the parent society had only one object—which was to advance the interests of the profession coupled with the interests of the public, who were its clients. He thought they might fairly say that they never lost sight of the latter part of their duty, which was, after all, the greatest to be considered. He did not wish to ignore the interests of the profession, but he did contend that the interests of the profession were closely bound up with the interests of the client. He was quite sure that any changes or alteration in the law which might appear for the moment to be prejudicial to the profession, whether solicitors or barristers, if they were really in the interest of the client, could not be otherwise than to the interest of the profession. The profession stood much better with the public than they did, and if the law societies were supported the profession would improve in this respect. In concluding, he spoke of the able manner in which the chairman had represented the society in the House of Commons, and the society did not know where to look for anyone to take his place. He was sorry he had found it necessary to retire from Parliament, and the council of the Incorporated Law Society regretted it exceedingly, and it was only recently they had expressed their regret by a resolution to that effect which he was sure would be echoed by the whole of the society, and by a great many people outside the society.

The CHAIRMAN next proposed the toast of the evening—The Solicitors' Benevolent Association, and may prosperity continue to attend it. He said he appeared before them as a pleader for the association, and he must trouble them with a few of the details of its work. He dare say the state of the profession was recognized and acknowledged by many to whom he was speaking, and he was afraid that, at the present moment, it was not altogether a flourishing one. Some years ago he had certainly thought it was a profession in which a young man of ordinary ability, energy, and industry had a fair opportunity of obtaining a livelihood; but he confessed that he had been recently led to doubt that, and he was afraid that there were many young men who had recently joined the profession who were struggling hard, and found considerable difficulty in providing them-

selves with an honest subsistence by means of the profession. That was a very serious matter. It was a very serious matter for those who were struggling, and a still more serious matter for the consideration of those who had benefited by the profession and who were in a position to help their struggling brethren. He ventured to appeal to both classes. He ventured to appeal to those who had already profited by the profession to support those who were struggling in it; and he appealed to those who had recently entered the profession and were still struggling, to do what they could for the assistance of themselves and of those they might leave behind them. The society had commenced from very small beginnings. It was initiated in 1858 by a few benevolent individuals, and its operations in the succeeding years were of a very limited character. In the year 1861 it only dispensed a small sum of something like £10 in the relief of those or the families of those who were associated with it. But he was happy to say that in the year 1885 it had been enabled to dispense a sum of £2,295 in the relief of the widows and children of members of the profession. He thought that was a very valuable record for a society of this kind. And it must be remembered that this expenditure had not arisen from any waste of the funds of the association. They had been carefully administered and they had been regularly augmented, and the society was now in possession of capital stock of something like £45,000. But of course it depended to a very great extent upon the annual subscriptions, which had amounted to something like £1,900 a year, and it was upon these that it must rely principally for the support which would enable it to assist the widows and children of deceased members of the profession. The association was not constituted on any exclusive basis. It was not a metropolitan society; it was not exclusively for the benefit of those who contributed to it; but it was for the benefit of the widows and children of all members of the profession who had died in circumstances of indigence and want. He thought it was an honourable characteristic of the association—one to be recognized, not only by its members, but by those who were outside of it, and whom he hoped to see contributors and members of the association of which he was at present the advocate. There were something like 14,000 solicitors on the roll, and he thought about 3,000, or something under, were members or contributors to the association. He ventured to think that that number might be materially augmented when one thought of the large number of solicitors who were annually admitted on the rolls. When they considered how small a proportion of the whole of the profession were contributors, it left a very wide margin for the extension of the operations of the society. It should be borne in mind that the society was in a measure a society of assurance. He did not know anything in the nature of an insurance society which offered such benefit to its members as did the association, not to all contributing members, but to those whose families needed assistance from the funds. He knew of nothing like the premiums which were granted by the society and the advantages which were given in return in any insurance society which had ever been instituted, or could ever be instituted, in the nature of regular assurance. He had before him a table of the sums granted since the institution of the society, and he found amounts there which had astonished him, and which had been contributed by the society in the relief of the widows and children of deceased members of the profession not only within, but also outside, the society. He found that many men became life members of the society, which only required a contribution of £10 10s. He saw that the widows and children of these men had received sums of £300 and £400. That was to say that, for a contribution of that amount, the widow and children of the contributor received a bonus of that description. He would like anyone to point out an insurance office which granted such a bonus to the proprietors and the insurers in it. He thought that all solicitors, particularly those just entering the profession, should take that to heart and bear it in mind. He did not think it could be thoroughly understood or properly appreciated. Where else could they obtain such a benefit by such a contribution? This was enabled to be done by the fact that a large number of the contributors to the society never required to draw from its funds, but it was those who did require help from the funds who received it. That was the object and intention of the society, and a man by a very slight exercise of thrift could insure a provision for his widow and children. There were also annual contributors of one guinea to the society, and he found that, for a contribution of something like £8 8s., the family of one member had obtained a sum of between £200 and £300. Let them consider the case of a young man afflicted or dying, and leaving a widow or children in circumstances of the utmost distress! Let them consider what a relief it was to those relatives, and what an opportunity to the society to start the children in life, that they should have a sum of this kind contributed by a society of this nature, and let them consider how small a sacrifice was involved in the membership. A sum of £10 10s. invested at the beginning of a young man's career, or a sum of one guinea contributed yearly, secured a provision of the kind to which he had referred for his wife and children. He thought that, if this were appreciated, many young men on entering the profession would consider it entirely as part of the payment which they had to make for the purpose of entering the profession—part of their admission fees—part of the sum required for taking out their certificate in the first instance. If a man would put the £10 10s. down on the occasion when he first came into the profession he might be perfectly certain that he did not leave his wife and family behind him in absolute indigence—in fact, that they were provided for. Let him put that before them with reference to the circumstances of the profession as it at present existed. It was not flourishing, as he had said; there was no elasticity about it as in former years. He was old enough to remember the days of the great parliamentary contests and of great public undertakings when there was life and animation in commercial pursuits and perhaps speculation was carried to too great an extent, but

at the same time that involved a great amount of legal business, and the profession was not overcrowded—there was not a great rush of young men into it. There was that elasticity in the commerce of the country which enabled the profession to flourish and the members to lay by money to provide for their widows and children. He was afraid that circumstances were altered, and it would be well for the younger members of the profession to make some such provision for those they might leave behind as was afforded by the society. It was their absolute duty to have regard to these circumstances and to provide against them; he would almost say it was profligate in a man, when these opportunities were offered to him, if he would not avail himself of them. He hoped to see the operations of the society materially extended. It had been wisely administered. There was no waste in it; there was no extreme expense in it. The annual expenditure was kept at a low rate. The gentlemen who administered the funds of the society did so with very great labour and care, but they did it without fee or reward, entirely from a benevolent desire for the benefit of those who were depending upon the society. Was it not right, was it not proper, that those to whom the benefit was extended should recognize it and take advantage of it, and make even some little sacrifice for the purpose of availing themselves of the benefits which were offered to them? But more than that; supposing that they did not need these benefits there were others who would—there would always be a residuum who would—and they might depend upon it that the money which had been contributed would not be thrown away. They might depend upon it that there were many who would bless the contributors to the society, and who would be ready to offer their prayers for their welfare. He had said the society was not exclusive; the question was whether it was not too inclusive, whether its benefits were not extended beyond its original intention. Because he found that out of the £2,295 which was given to various applicants during the past year, £1,015 was contributed to the families of those who were members, and the sum of £1,980 to the families of those who were not members of the society. It should be a very serious question whether so large a portion of the funds should be devoted to the families of those who had never been members. That was a pure matter of charity. No doubt the appeals which were made were very heartrending, and distressing, and urgent, but those who really had a claim upon the society were the families of those who had contributed to its funds, and members of the profession should recollect that that was the primary object of the society, and that it might be the duty of the society to restrict its operations beyond its bounds and to say that those who were the families of non-members were not entitled to the benefits which had been extended to them so largely during the past few years. The contribution required for membership was so small that it presented an obstacle to the extending of its charity beyond its own bounds, and it ought to be represented to the profession that if they did not care to make this small contribution they could not expect the charity to be extended to them. That was a matter which ought seriously to be impressed upon the members of the society. The society might thereby give very much more to the families of those who were members, and they would have to do so, of course, by excluding the families of those who were not members, and it might be a serious consideration whether they ought not to do so. But they wanted all to become members; the society held out to them its benefits, which, as he had said, were far beyond those offered by any insurance society. He did not wish to limit the operations of the society he wished to extend them, but he wished to impress upon the members of the profession that it was their duty to become members of it. And he appealed to those present on behalf of the funds, administered as they were honestly, justly, faithfully, and economically. But it was an obligation upon them as members of the human family, as married men or men about to be married, it was their duty and obligation to make some provision for their families, and it could not be done at a cheaper or more economic rate than by becoming members of the society.

The toast was drunk upstanding and with three times three.

Mr. SCOTT (secretary) here announced that donations and subscriptions had been received to the amount of £750, amongst which were the following:—The Chairman, £50; Mr. G. B. Batchelor, £25; Mr. Charles Harrison, £21; Mr. N. T. Lawrence, £10.

Mr. J. ANDERSON ROSE (Chairman of the Board of Management) in felicitous terms proposed the health of the chairman of the evening. He did not altogether agree with the chairman in some of his remarks. He was not quite clear that those who had not prudence should not receive help.

The toast was cordially received and with loud cheering.

The CHAIRMAN, in responding, referred to his retirement from political life, observing that, as the House of Commons would probably be constituted for the next four or five years it was no place for a man who had reached the age at which he had arrived.

Mr. C. J. BLAGO (Cheadle) submitted the health of the visitors, and in the course of his remarks referred to the inadequate amount of support the society received from the profession. He had made at least twenty applications to personal friends on its behalf and had received only four replies, which were from decidedly the least opulent men of the twenty. He urged members to use a little more energy and to put themselves to a little more personal trouble in trying to get subscribers to this most excellent society.

Mr. J. BUCKTON BROWN having responded, the proceedings terminated.

During the evening a selection of glees and part songs was very efficiently rendered by Mr. Coates, Mr. Winn, and others. Mr. Harraden acted as toast-master.

LAW ASSOCIATION.

At the usual monthly meeting of the directors, held at the hall of the Incorporated Law Society, Chancery-lane, on Thursday, the 1st inst.—the following being present—viz., Mr. Boodle (chairman), and Messrs. Burt, Cronin, Hine-Haycock, Desborough, jun., Styani, Sidney Smith, and A. B. Carpenter (secretary)—grants of £45 were made to five non-members, and the ordinary general business was transacted.

IRISH INCORPORATED LAW SOCIETY.

The Incorporated Law Society of Ireland, having concluded the series of meetings called to discuss the various legal reforms proposed by the committee and sub-committees appointed in 1884 to report upon certain questions of procedure and practice, are now about to issue the following notice to members of the profession and others who are interested in law reform:—“This society having recently had under their consideration the subject of legal reform, and several public meetings of the society having been held, at which the subject was discussed, and the opinion of the society being that it is desirable that certain reforms hereinafter mentioned should be effected, the council have decided upon taking such steps as, in their opinion, will be likely to carry out the objects in view. Suggested reforms:—(a.) That it is desirable that this society should take active steps to bring about the following reforms:—(a.) An absolute right on the part of each member of both professions of not less than five years' standing to an immediate transfer from one profession to the other, subject only to the applicant passing such an examination as will insure adequate knowledge to qualify him to the profession to which he desires to be transferred. (b.) An extension of the right of audience which a solicitor possesses in the Supreme Court of Judicature by conferring on him the right to act as an advocate in all business in chambers as fully as he is at present entitled under the Irish Bankruptcy Act, 1857, to act in all business in the Court of Bankruptcy; also a power to move all *ex parte* applications in court, and to act as an advocate in all actions when the sum sued for does not exceed £50. (c.) An extension of the right of audience which a solicitor at present possesses in defending prisoners by enabling him in all criminal cases to address the jury and to act as an advocate in every other respect. (d.) An extension of the like right of audience in the Court of the Land Commission, Recorder's Court, county courts and petty sessions courts, by enabling two solicitors to appear and act for the same client in the same case. (e.) To open to solicitors the appointments of recorder, county court judge, police or resident magistrate, receiver and liquidator, and to exclude from the position of police or resident magistrates and registrars of any court or judge all persons who are not members of either profession. (f.) To exclude barristers from being appointed in any department to the office of solicitor. (g.) Inasmuch as inconvenience and loss are frequently inflicted on suitors and our profession by the failure of barristers to appear or by reason of their inadequate attendance on cases in which they have been retained, the bar should be requested to nominate some members of their body to confer with the council of the law society, to consider and, if possible, formulate some plan by which the grievances complained of might be remedied if not removed. (h.) To give to the council power of fixing the fees of the profession, of appointing lecturers, and of regulating the admission of those seeking to enter and re-enter the profession.”

LEGAL APPOINTMENTS.

Mr. JAMES BATH BARNES, solicitor, of Lambourne, Newbury, and Hungerford, has been appointed Clerk to the Hungerford Board of Guardians, Assessment Committee, School Attendance Committee, and Rural Sanitary Authority. Mr. Barnes is deputy-coroner for the Newbury district of Berkshire. He was admitted a solicitor in 1863. Mr. Barnes has also been appointed Clerk to the Hungerford Highway Board and Superintendent Registrar for the Hungerford District. All the above offices were held by the late Mr. Henry Edward Astley, of Hungerford.

Mr. ARTHUR JAMES RICHENS TRENDELL, barrister, has been created a Companion of the Order of St. Michael and St. George. Mr. Trendell is the eldest son of Mr. George Trendell of Maidenhead, and was born in 1836. He was called to the bar at the Inner Temple in Easter Term, 1871. He is senior clerk in the Science and Art Department of the Privy Council, and he is literary secretary to the Colonial and Indian Exhibition.

Mr. WILLIAM HENRY LIONEL COX, one of the judges of the Supreme Court of the Colony of Mauritius, has been appointed Procureur and Advocate-General for that colony. Mr. Cox is the second son of Dr. George Cox, of Mauritius. He was called to the bar at the Middle Temple in Hilary Term, 1866. He was appointed a puisne judge in Mauritius in 1880.

Mr. JOHN ROUILARD, Master of the Supreme Court of the Colony of Mauritius, has been appointed a Puisne Judge of that court, in succession to Mr. Justice Cox.

Mr. HUGH FREDERICK JACKSON, solicitor (of the firm of Young, Jackson & Beard), of 12, Essex-strand, Strand, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature. Mr. Jackson is an M.A. Trin. Coll., Cambridge, and was formerly a barrister.

HUTCHINSON, HENRY, Rotherham, York, Wine Merchant. July 26. Wightman and Nicholson, Sheffield
 MORGAN, GEORGE, Brighton, Hotel Proprietor. July 21. Woods and Dempster, Brighton
 PACE, GEORGE, Rotherhithe st, Surrey, Barge Builder. July 20. Savidge, Gracechurch st
 REDENDALE, Right Hon. JOHN THOMAS, Earl of, Park pl, St James's. Sept 1.
 JASON and Co, Finsbury circus
 RHODES, Rev GREGORY, Norfolk rd, St John's Wood. Aug 7. Kelly, Lincoln's inn fields
 ROBERTS, Rev ARTHUR, Barkham, Berks. Aug 1. Peacock and Goddard, South sq, Gray's inn
 SAUNDERS, RICHARD CEEAGH, Bernard st, Russell sq, Esq. July 31. Drummonds and Co, North end, Croydon
 SULK, JAMES WILLIAM, Margate, Kent, Gent. Sept 29. Boys, Margate
 SUMKINS, SOLOMON, Birmingham, Haulier. July 31. Barlow and Co, Birmingham
 SMITH, THOMAS, Morthoe, Devon, Yeoman. July 9. Harding and Son, Barnstaple
 THORNTON, CHARLES, Ruddington, Nottingham, Lace Manufacturer. Aug 6. Watson and Co, Nottingham
 TRICKETT, RICHARD, Church st, Deptford, Cheesemonger. July 31. Sandom and Co, Gracechurch st
 TUPHOLME, EDWARD HARLAND, King's rd, Chelsea, Chemist. Aug 1. Carritt and Son, Rood Lane
 WILLIAMSON, FREDERICK BROWN, Gloucester rd, Seven Sisters rd, Retired Tailor. July 28. Pitts and Savage, Ludgate hill
 WORSLEY, JOHN, Clifton, Bristol, Barrister at Law. July 29. Wansey, Bristol
 WRIGHT, JANE, Newcastle upon Tyne. Aug 1. Hodge and Co, Newcastle upon Tyne

[Gazette, June 25.]

SALES OF ENSUING WEEK.
 July 6.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, at 2 p.m., Freehold and Leasehold Properties (see advertisement, June 5, p. 5.)
 July 6.—Messrs. FAIRBROTHER, ELLIS, CLARK, & Co., at the Mart, at 2 p.m., Freehold Estates, Shares, &c. (see advertisement, June 5, p. 8.)
 July 7.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, at 2 p.m., Absolute Revision (see advertisement, June 26, p. 5.)
 July 8.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, at 2 p.m., Leasehold Property (see advertisement, June 5, p. 6.)
 July 9.—Messrs. BAKER & SONS, at the Mart, at 2 p.m., Freehold Properties (see advertisement, this week, p. 4, and June 5, p. 3.)
 July 9.—Messrs. NORTON, TRIST, WATNEY, & Co, at the Mart, at 2 p.m., Freehold Building Land (see advertisement, June 5, p. 2.)

MARRIAGES.
 MACDONALD—MILLER.—June 23, at Trinity Presbyterian Church, Clapham-road, Thomas Macdonald, of the Middle Temple, barrister-at-law, to Isabella Gilroy, daughter of John Miller, of Calderwood, Palace-road, Streatham-hill.
 NOGWOOD—BRADBURY.—June 26, at St. Peter's, Streatham, Edward Nogwood, of Charing, Kent, solicitor, to Blanche Marian, daughter of the late Augustus Bradbury, of Streatham.

LONDON GAZETTES.

THE BANKRUPTCY ACT, 1883.

FRIDAY, June 25, 1886.

RECEIVING ORDERS.

Alexander, George, Cannon st, High Court. Pet May 21. Ord June 22. Exam Aug 4 at 11.30 at 34, Lincoln's inn fields
 Bayfield, Joseph, Freeman, Lowestoft, Suffolk, Watchmaker. Yarmouth. Pet June 15. Ord June 21. Exam July 21 at 11 at Townhall, Gt Yarmouth
 Brindley, Richard, Beckenham, Kent, Commercial Traveller. Croydon. Pet June 24. Ord June 22. Exam Aug 6.
 Brown, William, Stapleford, Nottinghamshire, Grocer. Nottingham. Pet June 22. Ord June 22. Exam July 13.
 Brown, William, Parham, Cumberland, Farmer. Carlisle. Pet June 21. Ord June 21. Exam July 5 at 3 at Court house, Carlisle
 Bryars, Frederick, Sheffield, Plumber. Sheffield. Pet June 22. Ord June 22. Exam July 5 at 11.30.
 Chandler, Agnes, and Martha Chandler, Gt Malvern, Worcestershire, Lodging House Keepers. Worcester. Pet June 23. Ord June 23. Exam July 6 at 11.30.
 Clarke, George, Long Sutton, Lincolnshire, Farmer. King's Lynn. Pet June 8. Ord June 20. Exam July 16 at 10.30 at Court house, King's Lynn
 Coul, Albert Edward, Gt Tottham, Essex, Builder. Chelmsford. Pet June 22. Ord June 22. Exam July 12 at 12 at Shirehall, Chelmsford
 Crisp, Horace Edward, Sunderland, Solicitor's Clerk. Sunderland. Pet June 11. Ord June 21. Exam July 8.
 Crisp, Frederick William, The Mall, Hammersmith, Boat Builder. High Court. Pet June 21. Ord June 21. Exam July 28 at 11.30 at 34, Lincoln's inn fields
 Critchlow, Beraard, Manchester, Grocer. Salford. Pet June 21. Ord June 21. Exam July 7 at 11.
 Croupp, James, Topsham, Devon, Coal Dealer. Exeter. Pet June 21. Ord June 23. Exam July 15 at 11.
 Cuse, Frank, Liverpool, Retired Licensed Victualler. Liverpool. Pet June 11. Ord June 23. Exam July 5 at 12 at Court house, Government bldgs, Victoria st, Liverpool.
 Eldershaw, Victoria Marie Louise, Congleton, Cheshire. Macclesfield. Pet June 21. Ord June 22. Exam July 20 at 11.
 Evans, Thomas, Ystradgynlais, Brecon, Farmer. Neath. Pet June 23. Ord June 23. Exam July 14 at 11.30 at Townhall, Neath
 Hanneford, J. H., Newton Abbot, Devon, Draper. Exeter. Pet June 7. Ord June 21. Exam July 15 at 11.
 Hopkins, William Henry, Nottingham, Publican. Nottingham. Pet Apr 2. Ord June 22. Exam July 15.
 Hulse, Enoch, Shaw, nr Oldham, Joiner. Oldham. Pet June 21. Ord June 22. Exam July 14 at 12.30.
 Israel, Israel, Edgware rd, Clothier. High Court. Pet June 17. Ord June 21. Exam July 20 at 11.30 at 34, Lincoln's inn fields
 James, James Underwood, Cheshire, Agent. High Court. Pet Feb 20. Ord June 22. Exam July 20 at 11.30 at 34, Lincoln's inn fields
 John, David, Newport, Mon, Grocer. Newport, Mon. Pet June 23. Ord June 23. Exam July 8 at 11.
 Jones, William Edward, Swansea, Accountant. Swansea. Pet June 22. Ord June 23. Exam July 21.

Kneen, Thomas, Liverpool, Confectioner. Liverpool. Pet June 8. Ord June 23. Exam July 5 at 12 at Court house, Government bldgs, Victoria st, Liverpool
 Lawrence, Thomas John, West Harding st, Fleet st, Engraver. High Court. Pet June 22. Ord June 22. Exam July 26 at 11.30 at 34, Lincoln's inn fields
 Lennox, Elizabeth, Carlisle, Widow. Carlisle. Pet June 10. Ord June 21. Exam July 5 at 11 at Court house, Carlisle
 Louden, Alexander Davidson, Bradwell rd, Mile End, Licensed Victualler. High Court. Pet June 23. Ord June 23. Exam July 26 at 11.30 at 34, Lincoln's inn fields
 Midgley, Edward, Bradford, Commission Agent. Bradford. Pet June 21. Ord June 21. Exam June 7
 Quin, William, Wye, Kent, Tailor. Canterbury. Pet June 21. Ord June 21. Exam July 9
 Rhodes, Charles, Thuristone, nr Penistone, Yarn Spinner. Huddersfield. Pet June 22. Ord June 22. Exam July 12 at 11.
 Russell, George, Chipping Sodbury, Gloucestershire, Saddler. Bristol. Pet June 21. Ord June 21. Exam July 9 at 12 at Guildhall, Bristol
 Saunders, Benjamin Eelezer, Birmingham, Brassfounder. Birmingham. Pet June 21. Ord June 21. Exam July 23 at 3
 Saxby, William, Vanstone pl, Walton green, Window Blind Maker. High Court. Pet June 19. Ord June 21. Exam July 20 at 12 at 34, Lincoln's inn fields
 Seefels, Otto, Barbican, Bag Maker. High Court. Pet June 21. Ord June 21. Exam July 27 at 11.30 at 34, Lincoln's inn fields
 Scoley, Edward, Lincoln, Baker. Lincoln. Pet June 21. Ord June 21. Exam July 13 at 2.30
 Smith, Arthur William, Baker st, Enfield, Wine Merchant. Edmonton. Pet June 19. Ord June 21. Exam July 27 at 1 at Court house, Edmonton
 Summer, Robert, Leyton, Essex, Draper. High Court. Pet June 21. Ord June 21. Exam July 20 at 12 at 34, Lincoln's inn fields
 Todd, James Barrow, Newcastle on Tyne, Grocer. Newcastle on Tyne. Pet June 22. Ord June 22. Exam July 5 at 11
 Toft, Lars, Highbury hill, Cattle Salesman. High Court. Pet June 22. Ord June 22. Exam July 27 at 12 at 34, Lincoln's inn fields
 Trend, Henry, Devonport, Picture Frame Maker. East Stonehouse. Pet June 23. Ord June 23. Exam July 14 at 11
 Utterlummege, Hubert Paul Vos, West Derby, Liverpool, Wine Merchant. Liverpool. Pet June 21. Ord June 21. Exam July 5 at 12 at Court house, Government bldgs, Victoria st, Liverpool
 Whiston, George Henry, Birmingham, Jewellers' Factor. Birmingham. Pet June 3. Ord June 22. Exam July 21 at 2
 White, Thomas Richardson, Ystradgynlais, Glamorganshire, Civil Engineer. Neath. Pet June 21. Ord June 21. Exam July 7 at 11 at Townhall, Neath
 Wilkinson, Henry, Leamington, House Painter. Warwick. Pet June 21. Ord June 21. Exam July 13

FIRST MEETINGS.

Benson, John, Carter lane, Stonemason. July 2 at 11. 33, Carey st, Lincoln's inn fields
 Blewitt, Byron, Leadenhall st, Surgeon. July 5 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
 Brown, William, Farlam, Cumberland, Farmer. July 5 at 4. Official Receiver. 34, Fisher st, Carlisle
 Caufield, Charles, Birmingham, Mercantile Clerk. July 6 at 2. Official Receiver, Birmingham
 Chandler, Agnes, and Martha Chandler, Gt Malvern, Lodging House Keepers. July 6 at 11. Official Receiver, Worcester
 Chilwell, John, Livermore, Polesworth, Warwickshire, Farmer. July 6 at 11. Official Receiver, Birmingham
 Clifton, Edwin, Batley, Yorks, Herbalist. July 2 at 3. Official Receiver, Bank chbrs, Batley
 Critchlow, Bernard, Manchester, Grocer. July 7 at 11.30. Court house, Emcombe pl, Salford
 Davis, Henry George, Praed st, Paddington, Carver. July 5 at 2. 33, Carey st, Lincoln's inn fields
 Denton, Charles, Bradford, Printer. July 2 at 12. Official Receiver, 31, Mancrow, Bradford
 Eldershaw, Victoria Marie Louise, Congleton, Cheshire. July 6 at 11. Official Receiver, 23, King Edward st, Macclesfield
 Evans, Charles, West st, Cambridge heath, Mineral Water Manufacturer. July 2 at 2.30. 33, Carey st, Lincoln's inn fields
 Evans, Thomas, Ystradgynlais, Brecknockshire, Farmer. July 5 at 2. Official Receiver, 8, Rutland st, Swansea
 Feddern, John Frederick, Liverpool, Shipwright. July 6 at 3. Official Receiver, 35, Victoria st, Liverpool
 Fletcher, Richard, jun, Blackburn, Lancashire, Earthenware Dealer. July 2 at 2.30. County Court, Blackburn
 Frankish, George William, Cleethorpes, Lincolnshire, Fisherman. July 7 at 1. Official Receiver, 3, Haven st, Gt Grimsby
 Godfrey, Charles, Denmark hill, Vocalist. July 5 at 11. 33, Carey st, Lincoln's inn fields
 Hannaford, J. H., Newton Abbot, Devon, Draper. July 5 at 11. Castle of Exeter, Exeter
 Harris, Morris, Birmingham, Traveller. Aug 19 at 11. Official Receiver, Birmingham
 Henson, Ernest Edward, Ardwick, Manchester, Baker. July 7 at 3. Official Receiver, Ogden's chbrs, Bridge st, Manchester
 Hill, Henry, Ashton on Mersey, Salesman. July 5 at 2.30. Official Receiver, Ogden's chbrs, Bridge st, Manchester
 Hulse, Enoch, Shaw, nr Oldham, Joiner. July 6 at 3. Official Receiver, Priory chbrs, Union st, Oldham
 Humphreys, Henry Duke, Thames Ditton, Ironmaster. July 2 at 12.30. 28 and 29, St Swithin's lane
 Johns, David, Newport, Mon, Grocer. July 7 at 11. Official Receiver, 12, Tredegar pl, Newport, Mon
 Jones, William Seymour, Deansgate, Manchester, Glover. July 5 at 3. Official Receiver, Ogden's chbrs, Bridge st, Manchester
 Klaas, Clemens, Lower Park rd, Peckham, Baker. July 2 at 12. 33, Carey st, Lincoln's inn fields
 Lennox, Elizabeth, Carlisle, Widow. July 5 at 12. Official Receiver, 34, Fisher st, Carlisle
 Lyons, John, Cwmbran, Mon., Innkeeper. July 3 at 11. Official Receiver, 12, Tredegar pl, Newport, Mon
 Midgley, Edward, Bradford, Commission Agent. July 5 at 11. Official Receiver, 31, Manor row, Bradford
 Phillips, John, Neath, Glamorganshire, Coachbuilder. July 2 at 10.30. Castle Hotel, Neath
 Poulter, Robert, High st, Peckham, Cab Proprietor. July 5 at 12. 33, Carey st, Lincoln's inn fields
 Rhodes, Charles, Thuristone, nr Penistone, Yarn Spinner. July 5 at 3. Messrs Haigh and Son, Solicitors, New st, Huddersfield
 Richards, Thomas, Cardiff, Grocer. July 8 at 11. Official Receiver, 3, Crockherbtown, Cardiff
 Russell, George, Chipping Sodbury, Gloucestershire, Saddler. July 5 at 12.30. Official Receiver, Bank chbrs, Bristol
 Scammon, Thomas William, High st, Camden Town, Draper. July 5 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
 Short, William Holland, Leeds, Coach Smith. July 5 at 11. Official Receiver, St Andrew's chbrs, 22, Park row, Leeds

Smith, Maria Austin, Manchester, Boot Dealer. July 7 at 2.30. Official Receiver, Odden's chbrs, Bridge st, Manchester
 Stanley, Charles, Stoke Newington rd, Ironmonger. July 7 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
 Swallow, Phyllis, Marlborough House, Pall Mall, Nurse, Spinster. July 2 at 2.30. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
 Todd, James, Gateshead, Newcastle on Tyne, Grocer. July 6 at 2. Official Receiver, Pink lane, Newcastle on Tyne
 Tonkin, Alfred Parker, Boxmoor, Hertfordshire, Builder. July 2 at 12.30. Fox Inn, Boxmoor, Herts
 Trotter, Mary Anne, Strand, Widow. July 2 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
 Turner, Charles Henry, Stone bldgs, Lincoln's inn, Barrister at Law. July 5 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
 Tytheleigh, Charles, High st, Wimbleton, Butcher. July 2 at 11. 28 and 29, St Swithin's lane
 Whitaker, Richard, Manchester, Ironmonger. July 5 at 11.30. Official Receiver, Odden's chbrs, Bridge st, Manchester
 White, Thomas Richardson, Llangefni, Glamorganshire, Civil Engineer. July 5 at 11. Official Receiver, 6, Rutland st, Swansea
 Wilkinson, Henry, Leamington, House Painter. July 5 at 11. Official Receiver, 17, Hertford st, Coventry
 Willmott, John, Gooderstone, Norfolk, Miller. July 8 at 11.30. Official Receiver, 8, King st, Norwich

ADJUDICATIONS.

Albury, John, Reading, Grocer. Reading. Pet June 7. Ord June 22
 Baker, William, jun., Bridgwater, Shoemaker. Bridgwater. Pet June 19. Ord June 21
 Benson, John Sharpey, Macclesfield, Commercial Traveller. Macclesfield. Pet May 24. Ord June 26
 Brewis, James, Wilkinson, Newcastle on Tyne, Merchant's Clerk. Newcastle on Tyne. Pet June 7. Ord June 22
 Bryars, Frederick, Sheffield, Plumber. Sheffield. Pet June 22. Ord June 22
 Chappell, Thomas, Bournemouth, Builder. Poole. Pet May 18. Ord June 23
 Clifton, Edwin, Batley, Yorks, Herbalist. Dewsbury. Pet June 17. Ord June 21
 Crispin, Frederick William, The Mall, Hammersmith, Boat Builder. High Court. Pet June 21. Ord June 22
 Critchlow, Bernard, Hulme, Manchester, Grocer. Salford. Pet June 21. Ord June 22
 Croump, James, Topsham, Devon, Coal Dealer. Exeter. Pet June 22. Ord June 23
 Frankish, George William, Cleethorpes, Lincolnshire, Fisherman. Gt Grimsby. Pet June 19. Ord June 22
 Haider, Max George Charles, Hatton gdn, Diamond Merchant. High Court. Pet May 19. Ord June 21
 Hayes, Mary Ann, Merchant st, Bow rd, Rope Manufacturer. High Court. Pet May 10. Ord June 21
 Irvine, William, Leathwell rd, Lewisham, Clerk. High Court. Pet May 4. Ord June 21
 Jones, William, Garston, Lancashire, Draper. Liverpool. Pet May 21. Ord June 21
 Klaus, Clemens, Lower Park rd, Peckham, Baker. High Court. Pet June 9. Ord June 21
 Levy, Isaac, Haggerston rd, Haggerston, Licensed Victualler. High Court. Pet Apr 18. Ord June 21
 MacEwan, Edward, Birmingham, Wood Dealer. Birmingham. Pet June 17. Ord June 22
 Markham, W. H., West Cowes, Isle of Wight, Gent. Newport and Ryde. Pet Apr 27. Ord June 17
 Midgley, Edward, Bradford, Commission Agent. Bradford. Pet June 21. Ord June 21
 Mockler, E., Teignmouth, Surgeon. Exeter. Pet May 1. Ord June 22
 Paine, Charles Nathaniel, Lordship ter, Lordship lane, Dulwich, Baker. High Court. Pet Mar 22. Ord June 21
 Pettit, Richard, Howard rd, Stoke Newington, Cowkeeper. Edmonton. Pet June 10. Ord June 21
 Rhodes, Charles, Thurilestone, nr Penistone, Yorks, Yarn Spinner. Huddersfield. Pet June 22. Ord June 23
 Scooley, Edward, Lincoln, Baker. Lincoln. Pet June 21. Ord June 21
 Smith, Charles Henry, Tothill st, Westminster, Tobacconist. High Court. Pet May 26. Ord June 22
 Sprake, John, St Just in Roseland, Cornwall, Coal Merchant. Truro. Pet May 29. Ord June 22
 Sunner, Robert, Leyton, Essex, Draper. High Court. Pet June 21. Ord June 21
 Wilcocks, Nathaniel George, Bath, Soda Water Machinist. Bath. Pet June 4. Ord June 22
 Williams, Edmund, Tonypandy, Glamorganshire, Innkeeper. Pontypridd. Pet June 15. Ord June 21
 Winsby, John, Leyburn, Yorks, Innkeeper. Northallerton. Pet June 3. Ord June 21

ADJUDICATION ANNULLED.

Cutler, Edward James, Sittingbourne, nr Bournemouth, Builder. Poole. Adjud Mar 5. Annul June 21

TUESDAY, June 29, 1886.

RECEIVING ORDERS.

Abbott, John Nelson, Palmerston bldgs, Old Broad st, Broker. High Court. Pet June 18. Ord June 24. Exam Aug 4 at 11.30 at 34, Lincoln's inn fields
 Akers, John, Chorley, Lancashire, Baker. Bolton. Pet June 15. Ord June 25. Exam July 19 at 11
 Alexander, Samuel, Newcastle on Tyne, Glazier. Newcastle on Tyne. Pet June 26. Ord June 26. Exam July 8 at 11
 Ashby, William, St Albans, Builder. St Albans. Pet June 15. Ord June 25. Exam July 30
 Barker, James Perkins, Leicester, Accountant's Clerk. Leicester. Pet June 26. Ord June 26. Exam Aug 18 at 10
 Bates, Harry, Fawkham, Kent, Wheelwright. Rochester. Pet June 25. Ord June 26. Exam July 22 at 2
 Bennetto, James, Brynhyfryd, nr Swans, Tailor. Swansea. Pet June 25. Ord June 25. Exam July 21
 Burrows, John, Whitby, Grocer. Stockton on Tees and Middlesbrough. Pet June 23. Ord June 23. Exam June 30
 Collett, Richard, Ilford, Essex, Baker. Chelmsford. Pet June 25. Ord June 25. Exam July 24 at 11 at Shirehall, Chelmsford
 Coon, Joseph Samuel, Mile End rd, Baker. High Court. Pet June 21. Ord June 24. Exam Aug 4 at 11.30 at 34, Lincoln's inn fields
 Davies, Samuel, Victoria st, Glamorganshire, Commission Agent. Merthyr Tydfil. Pet June 24. Ord June 24. Exam July 14
 Dear, Thomas Oldacre, Gresham st, Solicitor. High Court. Pet June 22. Ord June 23. Exam Aug 4 at 11.30 at 34, Lincoln's inn fields
 Evans, Thomas, jun., Birkenhead, Coach Builder. Liverpool. Pet June 25. Ord June 26. Exam July 12 at 12 at Court house, Government bldgs, Victoria st, Liverpool
 Gardner, William Watkins, Gloucester, Haulier. Gloucester. Pet June 23. Ord June 24. Exam Aug 17
 Guppy, John, North st, Wandsworth, Oliman. Wandsworth. Pet June 24. Ord June 24. Exam July 29
 Harper, George, Meriden, Warwickshire, Cattle Dealer. Coventry. Pet June 22. Ord June 24. Exam July 19

Hodson, John, Birmingham, Chandelier Manufacturer. Birmingham. Pet June 24. Ord June 24. Exam July 23 at 2
 Holland, William Henry, Pembroke sq, Builder. High Court. Pet June 25. Ord June 25. Exam Aug 4 at 11.30 at 34, Lincoln's inn fields
 Hollies, Joseph, Dudley, Worcestershire, Grocer. Dudley. Pet June 19. Ord June 21. Exam July 8 at 11
 Hook, William Holmes, St Julian's Farm rd, West Norwood, Builder. High Court. Pet June 23. Ord June 23. Exam July 30 at 11.30 at 34, Lincoln's inn fields

Hunt, John Rider, St Paul's rd, Bow Common, Builder. High Court. Pet June 24. Ord June 24. Exam July 30 at 12 at 34, Lincoln's inn fields
 Huon, Alphonse Edward, and George Collett, Nunhead, Optician. High Court. Pet June 25. Ord June 25. Exam Aug 6 at 11.30 at 34, Lincoln's inn fields

Iaacs, Nathaniel Samuel, Slough, Pawnbroker. Windsor. Pet June 25. Ord June 25. Exam July 24 at 11

Jones, William, Linwood, Carnarvonshire, Farmer. Bangor. Pet June 25. Ord June 25. Exam Sept 2 at 11

Luke, Walter Smith, Itchen Ferry, Hampshire, Yacht Builder. Southampton. Pet June 24. Ord June 24. Exam July 9 at 12

McIntosh, Donald, Cannon st, Merchant. High Court. Pet June 25. Ord June 25. Exam Aug 2 at 11.30 at 34, Lincoln's inn fields

Miller, John, Newcastle on Tyne, Fruiterer. Newcastle on Tyne. Pet June 24. Ord June 24. Exam July 8 at 11

Moat, Charles, Bridgwater, Baker. Bridgwater. Pet June 23. Ord June 25. Exam July 19 at 11

Nixon, William, Walsall, Tailor. Walsall. Pet June 25. Ord June 25. Exam July 15 at 12

Pollard, William Hobdon, King William st, Gunmaker. High Court. Pet June 4. Ord June 25. Exam Aug 2 at 11.30 at 34, Lincoln's inn fields

Poettling, Richard, New Basingstall st, Merchant. High Court. Pet Apr 30. Ord June 25. Exam Aug 2 at 12 at 34, Lincoln's inn fields

Richards, Hervey, Station rd, Anerley, Draper. Croydon. Pet June 23. Ord June 26. Exam Aug 6

Riley, Alfred James, Liverpool, Boot Dealer. Liverpool. Pet June 26. Ord June 26. Exam July 12 at 12 at Court house, Government bldgs, Victoria st, Liverpool

Sbrighth, Arthur A. S., George st, Hanover sq, Gent. High Court. Pet Mar 28. Ord June 24. Exam July 27 at 12 at 34, Lincoln's inn fields

Sims, Henry, Calstock, Cornwall, Merchant. East Stonehouse. Pet June 24. Ord June 24. Exam July 15 at 11

Smith, Edward, Bradford, Saddler. Bradford. Pet June 24. Ord June 25. Exam July 13

Sterry, William Manwaring, Birmingham, Licensed Victualler. Birmingham. Pet June 24. Ord June 24. Exam July 23 at 2

Steward, Charles, Norwich, Furniture Dealer. Norwich. Pet June 24. Ord June 24. Exam July 14 at 12 at Shirehall, Norwich Castle

Storey, George, Leeds, Perambulator Manufacturer. Leeds. Pet June 24. Ord June 24. Exam July 13 at 11

Stringer, John Charles, Winchcombe, nr Shefford, Engineer. Shefford. Pet June 24. Ord June 24. Exam July 15 at 11.30

Thomas, George, Wingate, Durham, Boot Maker. Sunderland. Pet June 24. Ord June 24. Exam July 8

Thompson, William, West Ham, Essex, Hosier. High Court. Pet May 28. Ord June 24. Exam Aug 3 at 11.30 at 34, Lincoln's inn fields

Waite, Percival, York st, Westminster, High Court. Pet Mar 18. Ord June 24. Exam July 27 at 12 at 34, Lincoln's inn fields

FIRST MEETINGS.

Albury, John, Reading, Grocer. July 8 at 3. Official Receiver, 109, Victoria st, Westminster

Akers, John, Chorley, Lancashire, Baker. July 9 at 12. 16, Wood st, Bolton

Alexander, Samuel, Newcastle on Tyne, Glazier. July 10 at 10.30. Official Receiver, Pink lane, Newcastle on Tyne

Bates, Harry, Fawkham, Kent, Wheelwright. July 10 at 11.30. Official Receiver, Eastgate, Rochester

Bayfield, Joseph Freeman, Lowestoft, Watchmaker. July 10 at 1. Official Receiver, 8, King st, Norwich

Beale, Bernard Griffin, Union grove, Clapham, Gent. July 7 at 3. Official Receiver, 109, Victoria st, Westminster

Bell, Alfred, and Peter Charles Simons, King's Lynn, Norfolk, Laundryman

Bennetto, James, Brynhyfryd, nr Swans, Tailor. July 9 at 3. 6, Rutland st, Swansea

Brockwell, Walter Thomas, Maltby st, Bermondsey, Builder. July 7 at 11. 28, Carey st, Lincoln's inn fields

Brown, William, Stapelford, Nottinghamshire, Grocer. July 6 at 12. Official Receiver, 1, High pavement, Nottingham

Burrows, John, Whitby, Grocer. July 12 at 12.15. Angel Hotel, Whitby

Clarke, George, Long Sutton, Lincolnshire, Farmer. July 7 at 10.15. W B Whall, Market sq, King's Lynn

Coult, Albert Edward, Gt Totham, Essex, Builder. July 7 at 11. County Court, Maldon

Croump, James, Topsham, Devon, Coal Dealer. July 7 at 11. Castle of Exeter, at Exeter

Davies, Samuel, Merthyr Tydfil, Commission Agent. July 8 at 12. Official Receiver, Merthyr Tydfil

Davies, William James, Cardiff, Baker. July 8 at 11.30. Official Receiver, 3, Crockerbtown, Cardiff

Deykes, Richard Albert, Bodenham, Herefordshire, Innkeeper. July 15 at 10. Oak Hotel, Leominster

Dobson, Thomas Mason, Leyburn, Yorks, Plumber. July 7 at 12.45. Nixon's Railway Hotel, Northallerton

Evans, John Howell, Maesteg, Glamorganshire, Draper. July 8 at 12. Official Receiver, 3, Crockerbtown, Cardiff

Gardiner, William Watkins, Gloucester, Haulier. July 8 at 8. Official Receiver, Gloucester

Harper, George, Meriden, Warwickshire, Cattle Dealer. July 7 at 3. Official Receiver, 17, Hertford st, Coventry

Harrison, William, Bennington, Lincolnshire, Builder. July 8 at 11.30. Official Receiver, 48, High st, Boston

Harvey, Percy Portway, Bishop Stortford, Hertfordshire, Corn Merchant

Hillman, Henry, Beaconsfield terr, Hammersmith, Baker. July 8 at 11. 38, Carey st, Lincoln's inn fields

Hollies, Joseph, Dudley, Worcestershire, Grocer. July 8 at 10.30. Official Receiver, Dudley

Johnson, Thomas Charles, Bridge rd, Hammersmith, no occupation. July 7 at 2.30. Bankruptcy bldgs, Portugal st, Lincoln's inn fields

Jones, William Edward, Swansea, Accountant. July 8 at 11. Official Receiver, 48, High st, Boston

Jones, William Thomas, Cardiff, Grocer. July 9 at 12. Official Receiver, 3, Crockerbtown, Cardiff

Lazarus, Montague, Oxford st, Silversmith. July 7 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields

Lewis, Joseph, Alford, Lincolnshire, Gunsmith. July 8 at 11.30. Official Receiver, 48, High st, Boston

Lowry, Charles Henry, Falmouth, Grocer. July 8 at 12. Official Receiver, Boscombe st, Truro

Luke, Walter Smith, Itchen Ferry, Hampshire, Yacht Builder. July 8 at 11. Official Receiver, 4, East st, Southampton.	Miller, John, Newcastle on Tyne, Fruiterer. July 8 at 2.30. Official Receiver, Pink lane, Newcastle on Tyne.	Mont, Charles, Bridgwater, Baker. July 6 at 12. Bristol Arms Hotel, Bridgwater.	May, John Morton, Brixton rd, Schoolmaster. July 7 at 11. 22 and 29, St Swithin's lane.	Person, William, West Hartlepool, Timber Merchant. July 7 at 3.30. King's Head Hotel, Hartlepool.	Quinn, William, Wye, Kent, Tailor. July 9 at 10.30. 32, St George's st, Canterbury.	Reiter, Walter, Bishopsgate st Within, Wharfinger. July 12 at 11. Bankruptcy bldgs, Portugal st, Lincoln's Inn fields.	Sim, Henry, Calstock, Cornwall, Manganese Merchant. July 8 at 3. Official Receiver, 18, Frankfort st, Plymouth.	Steward, Charles, Norwich, Furniture Dealer. July 10 at 12. Official Receiver, 6, King st, Norwich.	Stokes, William, Bishopsgate st Within, Merchant. July 9 at 11. Bankruptcy bldgs, Portugal st, Lincoln's Inn fields.	Tan, Grace, Soothill, Dewsbury, Rag Merchant. July 8 at 8. Official Receiver, Bank chbrs, Batley.	Officer, Lars, Highbury hill, Cattle Saleman. July 2 at 11. Bankruptcy bldgs, Portugal st, Lincoln's Inn fields.	Tosen, John James, King William st, Watchmaker. July 9 at 2.30. Bankruptcy bldgs, Portugal st, Lincoln's Inn fields.	Trend, Henry, Devonport, Picture Frame Maker. July 6 at 11. Official Receiver, 18, Frankfort st, Plymouth.	Vincent, William King, Birmingham, Printer. July 7 at 11. Luke Jesson Sharpe, Official Receiver, Birmingham.	Wiggins, George, junr., Bow Common lane, Saw Mill Proprietor. July 9 at 11. 33, Carey st, Lincoln's Inn fields.	Wilkinson, William, Harbro' ter, Barnsley, Joiner. July 7 at 2. Official Receiver, 8, Eastgate, Barnsley.	ADJUDICATIONS.									
Asbury, Fred, Bradford, Warehouseman. Bradford. Pet June 11. Ord June 25.	Bates, Harry, Fawkham, Kent, Wheelwright. Rochester. Pet June 25. Ord June 26.	Belamy, Nathan Burnett, Leicester, Joiner. Pet May 29.	Brown, William, Stapleford, Notts, Grocer. Nottingham. Pet June 22. Ord June 26.	Brown, William, Farlam, Cumberland, Farmer. Carlisle. Pet June 21. Ord June 24.	Chandler, Agnes, and Martha Chandler, Great Malvern, Lodging House Keepers. Worcester. Pet June 23. Ord June 23.	Curry, Frederick William, Helston, Cornwall, Tailor. Truro. Pet June 9. Ord June 24.	Davies, Samuel, Merthyr Tydfil, Commission Agent. Merthyr Tydfil. Pet June 24. Ord June 26.	Davies, Walter, Queen Victoria st, Tile Maker. High Court. Pet April 30. Ord June 24.	Davies, David, Newport, Mon., Grocer. Newport, Mon. Pet June 11. Ord June 26.	Davies, Thomas, jun., Birkenhead, Coach Builder. Liverpool. Pet June 26. Ord June 26.	Fletcher, Richard, jun., Blackburn, Earthenware Dealer. Blackburn. Pet June 18. Ord June 24.	Gerhold, Henry, Regent's Park, Cabinet Maker. High Court. Pet June 2. Ord June 24.	Hall, Thomas, Leicester, Tobacconist. Leicester. Pet May 11. Ord June 21.	Harrison, William, Benington, Lincolnshire, Builder. Boston. Pet June 2. Ord June 26.	Hollies, Joseph, Dudley, Worcestershire, Grocer. Dudley. Pet June 19. Ord June 22.	Humphries, Henry Duke, Thames Ditton, Ironmonger. Kingston, Surrey. Pet June 16. Ord June 24.	Hunt, Henry, Barnes, Builder. Wandsworth. Pet April 6. Ord June 24.	Israel, Israel, Edgware rd, Clothier. High Court. Pet June 17. Ord June 23.	Kirkwood, Esther, North Shields, Draper. Newcastle on Tyne. Pet June 4. Ord June 24.	Lyons, John, Cwmbran, Mon., Innkeeper. Newport, Mon. Pet June 17. Ord June 26.	Morrod, Thomas, Newcastle on Tyne, Gilder. Newcastle on Tyne. Pet May 29. Ord June 26.	Mulay, John Morton, Brixton rd, no occupation. Kingston, Surrey. Pet June 9. Ord June 25.	Nixon, William, Walsall, Tailor. Walsall. Pet June 25. Ord June 26.	Pear, Robert Graham, jun, Penrith, Cumberland, Coachbuilder. Carlisle. Pet June 8. Ord June 26.	Pearson, William, West Hartlepool, Timber Merchant. Sunderland. Pet June 4. Ord June 24.	Saxby, William, Vanston pl, Walham green, Window Blind Maker. High Court. Pet June 19. Ord June 22.
SCHWEITZER'S COCOATINA	Anti-Dyspeptic Cocoa or Chocolate Powder. Guaranteed Pure Soluble Cocoa of the Finest Quality with the excess of fat removed. The Faculty pronounce it "the most nutritious, perfectly digestible beverage for Breakfast, Luncheon, or Supper, and invaluable for Invalids and Children." Highly commended by the entire Medical Press. Being without sugar, spice, or other admixture, it suits all palates for years in all climates, and is four times the strength of COCOA THICKENED yet WEAKENED with starch, &c., and in REALITY CHEAPER than such Mixtures. Made instantaneously with a rolling water, a teaspoonful to a Breakfast-Cup, costing less than a halfpenny. COCOATINA LA VIANDE is the most delicate, digestible, cheap Manilla Chocolate, and may be taken when richer chocolate is prohibited. in tins at 1s, 6d, 3s, 5s, 6d, &c., by Chemists and Grocers.	Charities on Special Terms by the Sole Proprietor, H. SCHWEITZER & CO., 10, Adam st., Strand, London, W.C.	EDWARD AND SON,	ROBE	MAKERS,	BY SPECIAL APPOINTMENT,	To Her Majesty the Lord Chancellor, the Whole of the Judicial Bench, Corporation of London, &c.	ROBES FOR QUEEN'S COUNSEL AND BARRISTERS SOLICITORS' GOWNS.	Law Wigs and Gowns for Registrars, Town Clerks, and Clerks of the Peace.	CORPORATION ROBES, UNIVERSITY & CLERGY GOWNS ESTABLISHED 1680.	P. CHANCERY LANE, LONDON.	SPELTHORNE SANATORIUM, Bedfont, Middlesex: For the Reclamation of Female Inebriates.—There are a few Vacancies in the Home for cases of the upper and middle class. Applications to be addressed to the SISTER in charge.	TO SOLICITORS and Others.—Lofty and Well-lighted Offices and Chambers to be Let at Lonsdale Chambers, No. 27, Chancery-lane (opposite the New Law Courts). Also large, well-furnished Rooms for Meetings, Arbitrations, &c.—Apply to Messrs. LAUNDRY & CO., Chartered Accountants, on the premises.	UNTEARABLE LETTER COPYING BOOKS.	HOWARD'S PATENT.	Stronger and more durable than any other Letter Copying Books now made.	THE COPYING BOOK FOR THE PROFESSION PRICE LIST UPON APPLICATION.	WODDERSPOON & CO., 7, SERLE STREET, AND 1, PORTUGAL STREET LINCOLN'S INN, W.C.								
INTEMPERANCE.	SOLMAN HILL HOUSE RETREAT, HALESWEN, WORCESTERSHIRE.	Licensed under the Act of 1879, for Ladies only. Terms from £2 2s. per week. Apply to the Proprietors, KIRK & DE DEENE, Townend House, Halesowen.	TO SOLICITORS and Others.—Lofty and Well-lighted Offices and Chambers to be Let at Lonsdale Chambers, No. 27, Chancery-lane (opposite the New Law Courts). Also large, well-furnished Rooms for Meetings, Arbitrations, &c.—Apply to Messrs. LAUNDRY & CO., Chartered Accountants, on the premises.	TO SOLICITORS and Others.—Offices in Bedford-row to be Let; the Ground Floor of one of the best Houses, comprising four good rooms, all communicating, and a strong-room; they are fitted with speaking-tubes and numerous fixtures have just been thoroughly done up, and are ready for immediate occupation; rent £150 per annum, to include rates and taxes.—For further particulars apply to E. BROMLEY, 43, Bedford-row, London, W.C.																						

The Subscription to the SOLICITORS' JOURNAL is—Town, 28s.; Country 28s.; with the WEEKLY REPORTER, 52s. Payment in advance includes Double Numbers and Postage. Subscribers can have their Volumes bound at the office—cloth, 2s. 6d., half law calf, 5s. 6d.

Where difficulty is experienced in procuring the Journal with regularity in the Country, it is requested that application be made direct to the Publisher.

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

CONTENTS.

CURRENT TOPICS	581	Re Whorwood, Ogle v. Lord Sherborn?	587
LORDS JUSTICES AT NISI PRIUS	582	Reid v. Reid	587
THE EMPLOYERS' LIABILITY ACT, 1880	583	Munton and Another v. Lord TRURO	587
LEGISLATION OF THE SESSION	584	BANKRUPTCY CASES:—	
REVIEWS	585	Ex parte Armstrong, Re Armstrong	587
CORRESPONDENCE	585	CASES AFFECTING SOLICITORS:—	
CASES OF THE WEEK:—		Wood v. Calvert	589
COURT OF APPEAL:—		The Trustee of Luddy v. P. (A. Solicitor)	589
Crawford v. Crawford and Dilke	586	SOCIETIES	589
Re Campbell's Trusts	586	LEGAL APPOINTMENTS	591
HIGH COURT OF JUSTICE:—		COMPANIES	592
Earl of Abergavenny v. Sugden	586	CREDITORS' CLAIMS	592
Bristol and Clifton Permanent Benefit Building Society v. Harbour and Others	586	COURT PAPERS	592
Dix v. Great Western Railway Co.	587	LONDON GAZETTES, &c., &c.	593

The Editor does not hold himself responsible for the return of rejected communications.

** * * The Publisher requests that early application should be made by persons desirous of obtaining back numbers of the SOLICITORS' JOURNAL, as only a small number of copies remain on hand.*

NOTICES TO CORRESPONDENTS.—All communications intended for publication in the SOLICITORS' JOURNAL must be authenticated by the name and address of the writer.

MEMORY AND ATTENTION

The PHYSIOLOGICAL ART
of NEVER FORGETTING
and CURE of MIND-WAN-
DERING. "Its use has greatly
strengthened my Natural Memory."
—H. C. LEIBER, American
Minister to Italy. "President Lo-
sette gave me a New Memory."
Judah P. Benjamin, Q.C. "By its
intensity I have gained an ab-
solute and extensive work of Science in one year."
C. Salmon, Esq.—NEW PROSPECTUS POST FREE, with Terms, Testi-
monials, &c., from Prof. LOIBETTE, 27, New Oxford St., London, W.C.

BY AUTHORITY.

The Companies Acts, 1862 to 1883.

Every requisite under the above Acts supplied on the
shortest notice.

The BOOKS and FORMS kept in stock for immediate
use.

MEMORANDA and ARTICLES OF ASSOCIATION
speedily printed in the proper form for registration and
distribution. SHARE CERTIFICATES, DEBENTURES,
&c., engraved and printed. OFFICIAL SEALS designed
and executed. No Charge for Sketches.

Solicitors' Account Books.

RICHARD FLINT & CO.

(Late ASH & FLINT),
Stationers, Printers, Engravers, Registration Agents,
49, FLEET-STREET, LONDON, E.C. (corner
of Serjeants'-inn).

Annual and other Returns Stamped and Filed.

PARTRIDGE & COOPER.

LAW AND GENERAL STATIONERS,
1 & 2, CHANCERY LANE, LONDON E.C.

Law Copying and Engrossing.

Deeds and Writings engrossed and copied on the Premises
with punctuality and dispatch, at the lowest scale of
charges. A good Discount allowed on agreed accounts

LAW PRINTING.

STATEMENTS OF CLAIM AND DEFENCE, AFFI-
DAVITES, and other PLEADING, Printed at 1s. per folio.
DEEDS, CONVEYANCES, MORTGAGES, &c., Printed
in form for Registration.

Discount allowed for cash on agreed accounts.

LITHOGRAPHY.

ABSTRACTS, BRIEFS, PETITIONS, DRAFTS
MINUTES OF EVIDENCE, Lithographed
at reduced prices.

PLANS OF ESTATES, SPECIFICATIONS, BUILD-
ING SOCIETIES' DEEDS, LEASES, &c., Lithographed
with accuracy and dispatch.

PARCHMENT AND LEGAL PAPERS

Samples and Catalogues sent post-free.

TO H.R.H. THE PRINCE OF WALES.

BRAND AND CO.'S OWN SAUCE.

SOUPS, PRESERVED PROVISIONS

POTTED MEATS and YORK and GAME PIES, also

ESSENCE OF BEEF, BEEF TEA,

TURTLE SOUP, and JELLY, and other

SPECIALITIES for INVALIDS

CAUTION:—BEWARE OF IMITATIONS.

Sois address
11, LITTLE STANHOPE STREET, MAYFAIR, W.

HODGKINSON & CO.'S HAND-MADE BRIEF, FOOLSCAP and other PAPERS.

THE MOST SUITABLE FOR SOLICITORS

Can be obtained through all Stationers.

DINNEFORD'S MAGNESIA.

The best Remedy for
ACIDITY of the STOMACH, HEARTBURN, HEADACHE

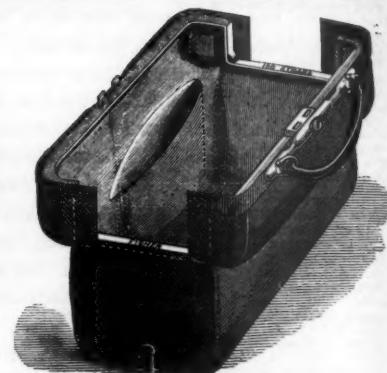
GOUT and INDIGESTION,

And safest Aperient for Delicate Constitutions, Ladies

Children, and Infants.

DINNEFORD'S MAGNESIA

FISHER'S BRIEF BAGS.



ORDINARY SHAPE, 8/6 to 70/-

THE LARGEST STOCK OF BRIEF BAGS IN LONDON.

Bags made to order on the Premises in one day. Catalogues post free.

R. FISHER, 188, STRAND.

SOAP.

SOAP.

Pears'

SOAP.

SOAP.

Stephens' Inks



Special Departments for Stationery and Bookbinding

ALEXANDER & SHEPHEARD

Printers, Lithographers, Stationers, &c.,
LONSDALE BUILDINGS, 27, CHANCERY LANE

GOLD PEN,

WITH DIAMOND POINT,

Anti-corrosive—Flexible—Durable—Adapting itself to any
Handwriting.

Price 6d. each; post-free, 7d.

With White Metal Pocket Holder, complete 1s.

Or, with Mordan's Best Silver Pocket Holders—

Fluted Pattern, complete 5s. 6d.

Engine-turned Pattern, complete 6s. 6d.

Fluted Pattern, Telescopic 10s. 6d.

Other patterns in great variety.

ALEXANDER & SHEPHEARD
27, CHANCERY LANE, LONDON.

FURNISH your HOUSES or APART-
MENTS THROUGHOUT on
MOEDER'S HIRE SYSTEM.

The original, best, and most liberal.

Founded A.D. 1868.

Cash prices. No extra charge for time given.
Particulars, estimates, Press opinions, testimonials
post-free.

F. MOEDER, 248, 249, and 250, Tottenham-court-
road, and 19, 20, and 21, Morwell-street, W. Estab-
lished 1862.

ALSO FOR HIRE ONLY.

SUMMER TOURS IN SCOTLAND.

GLASGOW and the HIGHLANDS (Royal
Route via Crinan and Caledonian Canals).
The Royal Mail Steamer COLUMBA or IONA sails
from Glasgow Daily at 7 a.m., from Greenock at 8
a.m., in connection with Express Trains from London
and the South, conveying passengers for Oban, Fort-
William, Inverness, Lochawe, Skye, Gairloch, Staffa,
Iona, Glencoe, Stornaway, &c. Official Guide, 3d.
ed., and 1s. Tickets sold by Thos. Cook & Son at
their various offices. Time Bill, with Map and Fare,
free from the owner, DAVID MACBRAYNE, 119, Hope-
street, Glasgow.

MADAME TUSSAUD'S EXHIBITION,

BAKER-STREET STATION.—New PORTRAIT
MODELS of H.M. The QUEEN and T.R.H. THE LADIES
EDWARD and GEORGE FREDERICK of WALES, and
SIR MOSES MONTEFIORE, Bart. The lying in state
of the late Emperor of Russia. The Boudoir Group of
Fashion, containing the newest and most costly costumes,
with other Court Dresses. The Baronets Burdett-
Coutts, Mr. Parrott, &c. The complete line of British
Monarchs from William the Conqueror to Queen Victoria;
and over 300 Portrait Models of Celebrated and Distinguished
Characters. Admission, 1s. Children under
twelve, 6d. Extra crown 6d. Open from 8 a.m. till 10 p.m.